

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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AFFIDAVIT OF SERVICE

I, Elizabeth Adam, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On October 29, 2007, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Expedited Motion for Orders Under 11 U.S.C. §§ 363, 365, and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (A) (I) Approving Bidding Procedures, (II) Granting Certain Bid Protections, (III) Approving Form and Manner of Sale Notices, and (IV) Setting Sale Hearing Date and (B) Authorizing and Approving (I) Sale of Certain of Debtors' Assets Comprising Substantially All of the Assets Primarily Used in Debtors' Cockpits and Interior Systems and Integrated Closure Systems Business Free and Clear of Liens, Claims, Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities ("Interiors and Closures Business Sale Motion") [a copy of which is attached hereto as Exhibit D]
- 2) Order Under 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002 and 9014 (I) Approving Bidding Procedures, (II) Granting Certain Bid Protections, (III) Approving Form and Manner of Sale Notices, and (IV) Setting Sale Hearing Date in Connection with Sale of Interiors and Closures Business ("Interiors and Closures Business Bidding Procedures Order") (Docket No. 10732)

Dated: November 12, 2007

/s/ Elizabeth Adam
Elizabeth Adam

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th day of November, 2007, by
Elizabeth Adam, personally known to me or proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Signature: /s/ Leanne V. Rehder

Commission Expires: 3/2/08

EXHIBIT A

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Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
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Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuige@ffhsj.com sliviri@ffhsj.com	Counsel to Equity Security Holders Committee
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General Electric Company	Valerie Venable	9930 Kinsey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
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Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
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EXHIBIT B

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Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
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Coolidge, Wall, Womsley & Lombard Co. LPA	Steven M. Wachstein	33 West First Street	Suite 600	Dayton	OH	45402	937-223-8177	Counsel to Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Coompany
Curtis, Mallet-Prevost, Colt & Mosle LLP	Andrew M. Thau	101 Park Avenue		New York	NY	10178-0061	212-696-8898	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Curtis, Mallet-Prevost, Colt & Mosle LLP	David S. Karp	101 Park Avenue		New York	NY	10178-0061	212-696-6065	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.
DaimlerChrysler Corporation	Kim Kolb	CIMS 485-13-32	1000 Chrysler Drive	Auburn Hills	MI	48326-2766	248-576-5741	Counsel to DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
DiConza Law, P.C.	Gerard DiConza, Esq.	630 Third Avenue, 7th Floor		New York	NY	10017	212-682-4940	Counsel to Tyz-All Plastics, Inc.; Co-Counsel to Tower Automotive, Inc.
Dykema Gossett PLLC	Brendan G Best Esq	39577 Woodward Ave Ste 300		Bloomfield Hills	MI	48304	248-203-0523	Attorneys for Tremont City Barrel Fill PRP Group
Dykema Gossett PLLC	Gregory J. Jordan	10 Wacker	Suite 2300	Chicago	IL	60606	312-627-2171	Counsel to Tremont City Barrel Fill PRP Group
Fagel Haber LLC	Gary E. Green	55 East Monroe	40th Floor	Chicago	IL	60603	312-346-7500	Counsel to Aluminum International, Inc.
Genovese Joblove & Battista, P.A.	Craig P. Rieders, Esq.	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131	305-349-2300	Counsel to Ryder Integrated Logistics, Inc.

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Heller Ehrman LLP	Carren Shulman	Times Square Tower	Seven Times Square	New York	NY	10036	212-832-8300	Counsel to @Road, Inc.
Hunter & Schank Co. LPA	John J. Hunter	One Canton Square	1700 Canton Avenue	Toledo	OH	43624	419-255-4300	Counsel to ZF Group North America Operations, Inc.
Hunter & Schank Co. LPA	Thomas J. Schank	One Canton Square	1700 Canton Avenue	Toledo	OH	43624	419-255-4300	Counsel to ZF Group North America Operations, Inc.
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Kelley Drye & Warren, LLP	Mark. R. Somerstein	101 Park Avenue		New York	NY	10178	212-808-7800	Counsel to the Pension Benefit Guaranty Corporation
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Latham & Watkins	John W. Weiss	885 Third Avenue		New York	NY	10022	212-906-1200	UCC Professional
Lord, Bissel & Brook LLP	Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802	212-812-8340	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
McGuirewoods LLP	Elizabeth L. Gunn	One James Center	901 East Cary Street	Richmond	VA	23219-4030	804-775-1178	Counsel to Siemens Logistics Assembly Systems, Inc.
Miami-Dade County Tax Collector	Metro-Dade Paralegal Unit	140 West Flagler Street	Suite 1403	Miami	FL	33130	305-375-5314	Paralegal Collection Specialist for Miami-Dade County
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Stephanie K. Hoos	The Chrysler Center	666 Third Avenue	New York	NY	10017	212-935-3000	Counsel of Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Norris, McLaughlin & Marcus	Elizabeth L. Abdelmasieh, Esq	721 Route 202-206	P.O. Box 1018	Somerville	NJ	08876	908-722-0700	Counsel to Rotor Clip Company, Inc.
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O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601	312-849-2020	Counsel to Ameritech Credit Corporation d/b/a SBC Capital Services
Orrick, Herrington & Sutcliffe LLP	Matthew W. Cheney	Columbia Center	1152 15th St NW	Washington	DC	20005-1706	202-339-8400	Counsel to Westwood Associates, Inc.
Paul, Weiss, Rifkind, Wharton & Garrison	Curtis J. Weidler	1285 Avenue of the Americas		New York	NY	10019-6064	212-373-3157	Counsel to Ambrake Corporation; Akebono Corporation
Pickrel Shaeffer & Ebeling	Sarah B. Carter Esq	2700 Kettering Tower		Dayton	OH	45423		
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734	989-385-3230	Corporate Secretary for Professional Technologies Services
Republic Engineered Products, Inc.	Joseph Lapinsky	3770 Embassy Parkway		Akron	OH	44333	330-670-3004	Counsel to Republic Engineered Products, Inc.

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Sachnoff & Weaver, Ltd	Charles S. Schulman	10 South Wacker Drive	40th Floor	Chicago	IL	60606	312-207-1000	Counsel to Infineon Technologies North America Corporation
Schafer and Weiner PLLC	Max Newman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304	248-540-3340	Counsel to Dott Industries, Inc.
Schiff Hardin LLP	William I. Kohn	6600 Sears Tower		Chicago	IL	60066	312-258-5500	Counsel to Means Industries
Shipman & Goodwin LLP	Jennifer L. Adamy	One Constitution Plaza		Hartford	CT	06103-1919	860-251-5811	Counsel to Fortune Plastics Company of Illinois, Inc.; Universal Metal Hose Co.,
Sony Electronics Inc.	Lloyd B. Sarakin - Chief Counsel, Finance and Credit	1 Sony Drive	MD #1 E-4	Park Ridge	NJ	07656	201-930-7483	Counsel to Sony Electronics, Inc.
Squire, Sanders & Dempsey L.L.P.	Eric Marcks	One Maritime Plaza	Suite 300	San Francisco	CA	94111-3492		Counsel to Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
Steinberg Shapiro & Clark	Mark H. Shapiro	24901 Northwestern Highway	Suite 611	Southfield	MI	48075	248-352-4700	Counsel to Bing Metals Group, Inc.; Gentral Transport International, Inc.; Crown Enterprises, Inc.; Economy Transport, Inc.; Logistics Insight Corp (LINC); Universal Am-Can, Ltd.; Universal Truckload Services, Inc.
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038	212-806-5400	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. a
Swidler Berlin LLP	Robert N. Steinwurtzel	The Washington Harbour	3000 K Street, N.W. Suite 300	Washington	DC	20007	202-424-7500	Attorneys for Sanders Lead Co., Inc.
Togut, Segal & Segal LLP	Albert Togut, Esq.	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	Conflicts counsel to Debtors
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy	Allied Industrial and Service Workers, Intl Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center Suite 807	Pittsburgh	PA	15222	412-562-2549	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Vorys, Sater, Seymour and Pease LLP	Robert J. Sidman, Esq.	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008	614-464-6422	
Vorys, Sater, Seymour and Pease LLP	Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215	614-464-8322	Counsel to America Online, Inc. and its Subsidiaries and Affiliates
Warner Stevens, L.L.P.	Michael D. Warner	301 Commerce Street	Suite 1700	Fort Worth	TX	76102	817-810-5250	Counsel to Electronic Data Systems Corp. and EDS Information Services, L.L.C.
Winstead Sechrest & Minick P.C.	Berry D. Spears	401 Congress Avenue	Suite 2100	Austin	TX	78701	512-370-2800	Counsel to National Instruments Corporation
WL Ross & Co., LLC	Stephen Toy	600 Lexington Avenue	19th Floor	New York	NY	10022	212-826-1100	Counsel to WL. Ross & Co., LLC

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
1664560 Ontario Inc	Carter Group	2125 Wyecroft Rd		Markham	ON	L6L 5L7	Canada
2088343 Ontario Limited	Carter Group	2125 Wyecroft Rd		Oakville Ontario	ON	L6L 5L7	Canada
A I Technologies Llc		640 S Vermont St		Palatine	IL	60067	
A Raymond Gmbh & Co Kg	Raymond	Postfach Postfach 2		Loerrach		79511	Germany
A Raymond Inc		3091 Research Dr		Rochester Hills	MI	48309-3581	
A Schulman Inc	Attn President	3550 West Market St		Akron	OH	44333	
A Schulman Inc		3550 W Market St		Akron	OH	44333-2658	
Access Electronics Inc		4190 Grove Ave		Gurnee	IL	60031	
Accord Inc	Concorde	2711 Product Dr		Rochester Hills	MI	48309-3810	
Accurate Threaded Fasteners Inc	Atf	25625 Southfield Rd Ste 206		Southfield	MI	48075	
Acord Inc	Concorde	2711 Product Dr		Rochester Hills	MI	48309-3810	
Acoustiseal Corp		1405 Combermere Dr		Troy	MI	48083	
Adell Plastics Inc		4530 Annapolis Rd		Baltimore	MD	21227-4815	
Adrian Rack Company		795 Division St		Adrian	MI	49221-3933	
Advanced Composites Inc	Sidney Plant	1062 S 4th Ave		Sidney	OH	45365-8977	
Advanced Composites Inc		3607 Trousdale Dr		Nashville	TN	37204	
Afx Industries Llc		522 Michigan St		Port Huron	MI	48060	
Agri Electronics Systems Inc		12601 Eckel Rd		Perrysburg	OH	43551-1205	
Aksys Usa Inc		1909 Kyle Court		Gastonia	NC	28052	
Akzo Nobel Coatings Inc		PO Box 669		Bloomfield Hills	MI	48303-0699	
Akzo Nobel Industrial Coatings Mexico	Anillo Paefiferico Monterrey 205	Col Fracc Ant Has San Jose		Garza Garcia		66000	Mexico
Al Genesee Llc		4400 Matthew Dr		Flint	MI	48507-3152	
Al Ko Automotive Corp		PO Box 2874		Elkhart	IN	46515	
Alcoa Inc	Huck Fasteners	36555 Corporate Dr Ste 185 Md2w		Farmington Hills	MI	48331-8331	
Alegre Inc		3101 W Tech Rd		Miamisburg	OH	45342	
Allied Baltic Rubber Inc		PO Box 168		Strasburg	OH	44680-0168	
Almont Screw Products Inc		3989 Burnsline Rd		Brown City	MI	48416	
Alphabet Inc		8640 E Market		Warren	OH	44484-2346	
Alphabet Portland		700 Industrial Dr		Portland	IN	47371	
Alpine Electronics Of America Inc		240 Boroline Rd		Allendale	NJ	07401	
Alpine Electronics Of America Inc		240 Boroline Rd Ste 3		Allendale	NJ	07401	
Alps Electric Inc	Alps Automotive	1500 Atlantic Blvd		Auburn Hills	MI	48236-1500	
Am Pro Moldings Llc		318 Pappy Dunn Blvd		Anniston	AL	36205-6205	
American Coating Specialist Inc	Ipc Ohio	204 Republic St		Norwalk	OH	44857-1185	
American Coil Spring Co		PO Box 388		Muskegon	MI	49443	
American Metal & Plastics Inc		450 32nd St Sw		Grand Rapids	MI	49548-1021	
American Rubber Products Corp		PO Box 190		La Porte	IN	46350	
Americhem Inc		155 E Steels Corners Rd		Cuyahoga Falls	OH	44224	
Americhem Inc		225 Broadway E		Cuyahoga Falls	OH	44221-3309	
Ampex Metal Products Co		PO Box 42157		Cleveland	OH	44142-0157	
Amsea Dayton Llc		1546 Stanley Ave		Dayton	OH	45404	
Amsea Llc		2460 Snapps Ferry Rd		Greeneville	TN	37745	
Amtech Industries Llc		666 S Vermont St		Palatine	IL	60067	
Android Industries Doraville		50777 Varsity Court		Wixom	MI	48393	
Android Industries Genesee		50777 Varsity Court		Wixom	MI	48393	
Android Industries Whitmore Lake Inc	Containment Services	50777 Varsity Court		Wixom	MI	48393	
Angel Alejandro Sierra Ramirez	Publipak Sendero Nacional	Sendero Nacional Km 49 S/n		Matamoros		87560	Mexico
Angell Demmel North America Inc		1516 Stanley Ave		Dayton	OH	45404	
Angell Manufacturing Co		1516 Stanley Ave		Dayton	OH	45404	
Aphase Ii Inc		6120 Ctr Dr		Sterling Heights	MI	48312	
Aramark Uniform & Career Apparel Inc	Aramark	5120 Advantage Dr		Toledo	OH	43612-3876	
Argent International Inc	Argent International	41016 Concept Dr		Plymouth	MI	48170	
Arkay Industries Inc		220 American Way		Monroe	OH	45050-1202	
Arkay Industries Inc		2200 American Way		Monroe	OH	45050-1202	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Armada Rubber Manufacturing Co		PO Box 579		Armada	MI	48005-0579	
Arrow Electronics Inc	Power & Signal Group	5440 Naiman Pkwy		Solon	OH	44139	
Ashland Inc	Ashland Distribution Co	PO Box 2219		Columbus	OH	43216-2219	
Associated Sales & Bag Co Inc	Associated Bag Co	PO Box 3036		Milwaukee	WI	53201	
Atf Inc		3550 W Pratt Blvd		Lincolnwood	IL	60712-3798	
Atlas Welding Supply Company Inc		3530 Greensboro Ave		Tuscaloosa	AL	35401-7002	
Austro Mold Inc		3 Rutter St		Rochester	NY	14606-1890	
Auto Anodics Inc		2407 16th St		Port Huron	MI	48060	
Avdel Cherry Textron Inc		PO Box 486		Stanfield	NC	28163-0486	
Avery Dennison Performance Films	Division Inc	650 W 67th Pl		Schererville	IN	46375	
Avery Dennison Performance Films		650 W 67th Ave		Schererville	IN	46375	
Bae Industries Inc		24400 Sherwood Ave		Center Line	MI	48015-2023	
Baileys Pro Team	Baileys Cleaning	643 70th St		Tuscaloosa	AL	35406	
Baja Tape & Supply		12773 Grand River Dr		El Paso	TX	79928-5755	
Barloworld Handling Lp		3930 Pinson Valley Pkwy		Birmingham	AL	35217-1856	
Barnes Group Inc	Associated Apring	15150 Cleat St		Plymouth	MI	48170	
Barnes Group Inc	Associated Spring	15150 Cleat St		Plymouth	MI	48170	
Barsse Navarro Kuis	Maquinados Y Componentes Industrial	Insurgentes 5902 3		Cd Juarez		32340	Mexico
Bas Components Inc		1100 N Meridan Rd		Youngstown	OH	44509	
Basell Usa Inc		PO Box 15439		Wilmington	MD	19850-5439	
Basf Corp	Basf Colors & Colorants	1609 Biddle Ave		Wyandotte	MI	48192-3729	
Bauer Industries		PO Box 347		Heldebran	NC	28637	
Bayer Corp		1111 Oneil Dr Se	Newark Industrial Pk	Hebron	OH	43025-9660	
Bayer Corp		PO Box 500		New Martinsville	WV	26155	
Bayer Material Science Llc		2401 E Walton Blvd		Auburn Hills	MI	48326-1967	
Bayer Material Science Llc		1111 Oneil Dr Se	Newark Industrial Pk	Hebron	OH	43025-9660	
Behr Hella Thermocontrol Gmbh	Behr Hella	Hansastr 40		Lippstadt		59557	Germany
Behr Hella Thermocontrol Inc		43811 Plymouth Oaks Blvd		Plymouth	MI	48170	
Behr Industries Corp		PO Box 368		Comstock Pk	MI	49321	
Benecke Kaliko Ag		Postfach Postfach 7		Hannover		30419	Germany
Best Foam Fabricators Inc	C/o National Marketing & Sales	17515 W 9 Mile Rd Ste 720		Southfield	MI	48075	
Best Form Fabricators Inc	C/o National Marketing & Sales	17515 W 9 Mile Rd Ste 720		Southfield	MI	48075	
Bing Metals Group Inc	Stamp & Assembly Division	1200 Woodland Ave		Detroit	MI	48211	
Bing Metals Group Inc	Steel Processing Division	1500 E Euclid		Detroit	MI	48211-1860	
Black & Decker Corp The		PO Box 859		Shelton	CT	06484	
Blackhawk Automotive Plastics Inc	Worthington Custom Plastics	500 N Warpole St		Upper Sandusky	OH	43351-9344	
Blackhawk Automotive Plastics Inc		1111 W Long Lake Rd Ste 102		Troy	MI	48098	
Blossman Gas Inc	Blossman Gas Inc 301	PO Box 399		Alexandria	AL	36250	
Bohl Equipment Co		534 Laskey Rd		Toledo	OH	43612-3207	
Borg Instruments Ag		Wilferdingen Benzstr 6		Remchingen		75196	Germany
Brechbuhler Scales Inc		4070 Perimeter Dr		Columbus	OH	43228	
Brix Group Inc The	Pana Pacific Oem Divisionb	80 Van Ness Ave		Fresno	CA	93721	
Bulldog Fabricating Corp		PO Box 106		Dexter	MI	48130	
Bunzl Plastics	Alliance Plastics	2614 McClelland Ae		Erie	PA	16510	
Burnsides & Nauman Medical Associates		1231 Leicester Pl		Columbus	OH	43235-2181	
Butterworth Industries Inc		PO Box 107		Gas City	IN	46933	
Bytec Inc		44801 Centre Court E		Clinton Township	MI	48038	
Bytec Inc		44801 Centre Ct E		Clinton Township	MI	48038	
C & P Equipment Repair		5290 Watermelon Rd		Northport	AL	35473-7673	
Cable Bergen De Mexico Sa De Cv							
		Calle Pimentos 5435	Col Sector Aeropuerto	Cd Juarez		32698	Mexico
Cadillac Products Inc		5800 Crooks Rd Ste 100		Troy	MI	48098	
Cadon Plating & Coatings Llc		3715 11th St		Wyandotte	MI	48192-6435	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
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Calsonic Kansei North America Inc		27000 Hills Tech Ct		Farmington Hills	MI	48331	
Camcar Llc	Wytheville Operations	345 E Marshall St		Wytheville	VA	24382-3917	
Camcar Llc		826 E Madison St		Belvidere	IL	61008-2364	
Cami Automotive Inc		PO Box 1005	300 Ingersoll St	Ingersoll	ON	N5C 4A6	Canada
Capro Hungary Alkatreszgyarto Kft		Bajcsy Zsilinszky Utca 201/d		Siofok		08600	Hungary
Cardinal Pest Control		306 S Maurice Ave		Jackson	MI	49203-5955	
Cascade Die Casting Group Inc	Cascade Die Casting/mid State	7750 S Division Ave		Grand Rapids	MI	49548	
Casco Products Corp		39810 Grand River Ave Ste 200		Novi	MI	48375	
Casco Schoeller Gmbh		Zuericher Str 3		Frankfurt		60437	Germany
Cei Co Ltd		755 Bill Jones Industrial Dr		Springfield	TN	37172-5014	
Chain Industries Inc	Almetals Co	51035 Grand River Ave		Wixom	MI	48393-3329	
Chem Plate Industries Inc		1250 Morse Ave		Elk Grove Village	IL	60007	
Cherry Corp The	Cherry Electrical Products Division	PO Box 581913		Pleasant Prairie	WI	53158	
Cherry Gmbh		Cherry Str 1		Auerbach		91275	Germany
Chicago Rivet & Machine Co Inc		PO Box 3061		Naperville	IL	60566-7061	
Circle Environmental		PO Box 9446		Columbia	SC	29290	
Circle Plastics Products Inc		PO Box 111		Circleville	OH	43113-0111	
Cleanlites Recycling Inc		PO Box 212		Mason	MI	48854	
Colepak Inc		PO Box 650		Urbana	OH	43078	
Collins & Aikman Corp	Cavel	PO Box 643		Roxboro	NC	27573	
Collins & Aikman Corp		PO Box 7054		Troy	MI	48007	
Collins & Aikman Corp		PO Box 518		Farmington	NH	03835	
Collins & Aikman Corporation		250 Stephenson Hwy Ste 100		Troy	MI	48083	
Collins & Aikman Corporation		601 W 7th St		Evart	MI	49631-9408	
Collins & Aikman Corporation		4000 Waco Rd		Columbia	MO	65202-2715	
Collins & Aikman Products Co	Auto Trim Division	PO Box 559		Morristown	IN	46161-0559	
Columbia Industrial Sales Corp	Columbia Engineered Rubber	2501 Thunderhawk		Dayton	OH	45414-3466	
Columbia Industrial Sales Corp	Columbia Engineered Rubber	2501 Thunderhawk Court		Dayton	OH	45414-3466	
Commodity Management Services							
	C/o Gbs Printed Products & Systems	PO Box 2340		Canton	OH	44720	
Concorde Group Sa De Cv			San Lorenzo Almecatla				
		Periferico Ecologico 17		Cuautlancingo		72008	Mexico
Concours Mold Alabama Inc		651 24th St		Cullman	AL	35055	
Connor Corp	Acro Custom Rubber Division	2701 Dwenger Ave		Fort Wayne	IN	46803	
Consolidated Industrial Corp	St Clair Plastics Division	30855 Teton Pl		Chesterfield	MI	48047	
Consolidated Metco		171 Great Oak Dr		Canton	NC	28716-8715	
Consolidated Metco Inc		PO Box 83201		Portland	OR	97283	
Consumers Power Co		212 West Michigan Avenue		Jackson	MI	49201	
Continental Midland Llc		24000 S Western Ave		Park Forest	IL	60466	
Controls Crew Inc		23701 John R		Hazel Pk	MI	48030	
Cooper Standard Automotive	Reid Division	2130 W 110th St		Cleveland	OH	44102	
Cooper Standard Automotive		PO Box 217009		Auburn Hills	MI	48321-7009	
Country Boy Products Inc		5706 W Us Hwy 10		Ludington	MI	49431-2452	
Creative Engineered Polymer Products		PO Box 127		Middlefield	OH	44062-0127	
Creative Engineered Polymer Products Cep Products		985 Falls Creek Dr		Vandalia	OH	45377	
Creative Extruded Products Inc		850 Stephenson Hwy Ste 215		Troy	MI	48083	
Creative Foam Corporation	Alloy Division	300 N Alloy Dr		Fenton	MI	48430-2648	
Creative Foam Corporation	Alloy Division	310 N Alloy Dr		Fenton	MI	48430-2648	
Crown Group Inc The		133 Davis St		Portland	TN	37148-2031	
D & N Bending Corp		101 E Pond Dr		Romeo	MI	48065-7600	
D H Pace Company Inc	Overhead Door Company Kansas City	611 E 13th Ave		Kansas City	MO	64116-4039	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
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D&r Technology Llc		450 Windy Point Dr		Glendale Heights	IL	60139	
D&r Technology Llc		450 D Windy Point Dr		Glendale Heights	IL	60139	
Dae Yong Industry Co		1280 2 Chungweng Dong		Shiheung Shi Kyungki Do		429-450	South Korea
Daimlerchrysler		Cims 484 03 20	800 Chrysler Dr	Auburn Hills	MI	48326-2757	
Daniel Sandoval Ballesteros	Viva La Madera	Esq Lauro Villar	Jose Arnese No 70 Int 107	Matamoros		87360	Mexico
Daniel Sandoval Ballesterosl		Viv La Madera	Esq Lauro Villar	Matamoros		87360	Mexico
Darling William Company Inc		615 Rome Hilliard Rd		Columbus	OH	43228	
Darrells Hoff Oil Co Inc		2982 W Beecher Rd		Adrian	MI	49221-9769	
Das Draexlmaier Automotivsysteme	Das Draexlmaier	Postfach Postfach 1		Vilsbiburg		84132	Germany
Dayton Nut & Bolt Company		4528 Gateway Circle		Dayton	OH	45440	
Dbg Canada Ltd		1555 Enterprise Rd		Mississauga Ontario	ON	L4W 4L4	Canada
Dbm Technologies Llc		539 Belvedere Dr N		Gallatin	TN	37066	
De La Plaza Int Inc		11502 James Grant Dr		El Paco	TX	79936	
De La Plaza Int Inc		11520 James Grant Dr		El Paso	TX	79936	
Dean Roy Products Co	Engineered Custom Lubricants	45800 Mast St		Plymouth	MI	48170-6056	
Decatur Plastic Products Inc		PO Box 1079		North Vernon	IN	47265	
Decatur Plastics Products Inc		PO Box 1079		North Vernon	IN	47265	
Decc Co The		1266 Walden Ave Sw		Grand Rapids	MI	49507-1529	
Decker Manufacturing Corp		PO Box 360		Albion	MI	49224-0360	
Dekalb Metal Finishing		PO Box 70		Auburn	IN	46706	
Derby Fabricating Inc		4500 Produce Rd		Louisville	KY	40218-3058	
Derby Fabricating Inc		5800 Fern Valley Rd Ste 4		Louisville	KY	40228	
Derby Fabricating Inc		5800 Fern Valley Rd Ste 4		Louisville	KY	40218-3058	
Derby Fabricating Llc		4500 Produce Rd		Louisville	KY	40218-3058	
Detroit Tubular Rivet Inc		PO Box 279		Wyandotte	MI	48192-0279	
Direct Sourcing Solutions Inc	Dssi	26261 Evergreen Rd Ste 250		Southfield	MI	48034	
Dr Schneider Automotive Systems Inc		5775 Brighton Pines Court		Howell	MI	48843	
Dr Schneider Kunststoffwerke Gmbh		Postfach Postfach 4		Kronach		96313	Germany
Driv Lok Inc		1140 Pk Ave		Sycamore	IL	60178-2927	
Duluth Environmental Services		7301 Pkwy Dr		Hanover	MD	21076-1159	
Dura Automotive Systems Inc		2791 Research Dr		Rochester Hills	MI	48309	
Dura Chrome Ltd		64 Garnet St		Wallaceburg Ontario	ON	N8A 5E6	Canada
Dura Convertible Systems Inc		300 E Long Lake Rd Ste 180		Bloomfield Hills	MI	48304	
Dynacast Canada Inc		330 Rue Avro		Pointe Claire Dorval	PQ	H9R 5W5	Canada
Eagle Steel Products Inc		5150 Loop Rd		Jeffersonville	IN	47130	
Efd Inc		977 Waterman Ave		East Providence	RI	02914-1313	
Efp Corp	C/o Mccarthy Sales	27236 Southfield Rd		Lathrup Village	MI	48076	
Ehd Technologies Llc		3505 Adkisson Dr Ste 151		Cleveland	TN	37312	
Eissmann Automotive North America		599 Ed Gardner Dr		Pell City	AL	35125-2701	
Eissmann Gmbh		599 Ed Gardner Dr		Pell City	AL	35125-5125	
Ejot Gmbh & Co Kg	Ejot Verbindungstechnik	Postfach Postfach 5		Bad Laasphe		57334	Germany
Elco Textron Inc	Textron Fastening Systems	1111 Samuelson Rd		Rockford	IL	61109	
Elliott Tape Inc	Elliott Group International	1882 Pond Run		Auburn Hills	MI	48326-2768	
Elrae Industries Inc		11035 Walden Ave		Alden	NY	14004-9616	
Emhart Teknologies Inc	Emhart Bamal Division	23240 Industrial Pk Dr		Farmington Hills	MI	48335-2850	
Emhart Teknologies Inc		1915 Pembroke Rd		Hopkinsville	KY	42240-4490	
Emhart Teknologies Inc		1915 Pembroke Rd		Hopkinsville	KY	42240-4490	
Emhart Teknologies Llc		49201 Gratiot Ave		Chesterfield	MI	48051	
Empaques Y Tarimas Industriales Sa		Nortes 3 Esq Poniente 2		Colonia Cd Matamoros		87420	Mexico
Energys Inc		3121 Pinson Valley Pkwy		Birmingham	AL	35217-1811	
Enplas Usa Inc		1901 W Oak Cir		Marietta	GA	30062	
Eskay Screw Corp	Lake Erie Products	321 Foster Ave		Wood Dale	IL	60191-1432	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Etna Products Inc		PO Box 630		Chagrin Fall	OH	44022-0630	
Euromotive Gmbh & Co Kg Filiale		Schlosstrasse 26		Braunau Am Inn Ranshofen		05280	Austria
F & G Multi Slide Inc		PO Box 39		Franklin	OH	45005-0039	
Fabri Steel Products Inc		7845 Middlebelt Rd		Romulus	MI	48174-2132	
Fairway Spring Co Inc		PO Box 69		Horseheads	NY	14845-0069	
Fbf Inc		1145 Industrial Blvd		Southampton	PA	18966-4008	
Feintool Cincinnati Inc		11280 Cornell Pk Dr		Cincinnati	OH	45242-1812	
Feintool Ny Inc		1 Holland Ave		White Plains	NY	10603	
Ficosa North America Corp	Ficosa Cables	30870 Stephenson Hwy		Madison Heights	MI	48071	
Ficosa North America Sa De Cv/fico	C/o L&m Forwarding Inc	PO Box 1473		Laredo	TX	78042	
Findlay Industries Inc	Molded Products Division	PO Box 842		Findlay	OH	45839	
Findlay Industries Inc	Plant 1	PO Box 1087		Findlay	OH	45839-1087	
Findlay Industries Inc	Service Products Division	5500 Fostoria Rd		Findlay	OH	45840	
Findlay Industries Inc		1957 Crooks		Troy	MI	48084	
First Industrial Lp	311 South Wacker Dr	Ste 4000		Chicago	IL	60606	
Fischer America Inc	Fischer Automotive Systems	1084 Doris Rd		Auburn Hills	MI	48326	
Fisher Gauge Ltd	Fishercast	PO Box 837		Watertown	NY	13601-0837	
Fishercast Global Corp		PO Box 179 Stn M		Peterborough	ON	K9J 6Y9	Canada
Florida Production Engineering	Fpe	1855 State Rte 121 N		New Madison	OH	45346	
Foamex Lp		28700 Cabot Dr Ste 500		Novi	MI	48377	
Ford Motor Company	C/o John A Galbraith Body & Exterior Commodity	Vpo Room 3w144 Mail Drop	5500 Autoclub Dr	Dearborn	MI	48126	
Ford Motor Company Of Canada Limited	C/o John A Galbraith Body & Exterior Commodity	Vpo Room 3w144 Mail Drop	5500 Autoclub Dr	Dearborn	MI	48126	
Foreman Tool & Mold Corporation		3850 Swenson Ave		Saint Charles	IL	60174	
Formed Fibre Technologies Inc		PO Box 1300		Auburn	ME	04211-1300	
Foster Electric Usa Inc		1000 E State Pkwy Ste G		Schaumburg	IL	60173	
Fountain Construction Co Inc		5655 Hwy 18 W		Jackson	MS	39209-9654	
Fpe Inc		30627 Orr Rd		Circleville	OH	43113	
Freightliner Llc		4747 North Channel Rd		Portland	OR	97217	
Fte Automotive Usa Inc		4000 Pinnacle Court		Auburn Hills	MI	48326	
Fujikura America Inc		280 Interstate N Cir Se Ste 530		Atlanta	GA	30339	
Futuba Corporation Of America		711 E State Pkwy		Schaumburg	IL	60173	
Future Products Tool Corporation		885 N Rochester Rd		Clawson	MI	48017-1731	
Gdx Automotive		1 General St		Wabash	IN	46992-2615	
Gdx Automotive		PO Box 507		Wabash	IN	46992-0507	
Gdx Automotive Inc	Gdx Vehicle Sealing Division	200 General St		Batesville	AR	72501-9479	
Gdx Automotive Inc		36600 Corporate Dr		Farmington Hills	MI	48331	
Ge Betz Inc	Betz Laboratories	4636 Somerton Rd		Trevoise	PA	19053	
Ge Polymerland Inc		One Plastics Ave		Pittsfield	MA	01201	
Gecom Corp		1025 Barachel Ln		Greensburg	IN	47240-1269	
General Motors Corporation	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
General Motors Of Canada Limited	Service Parts Operations	General Motors Du Canada Limitee	1908 Colonel Sam Dr	Oshawa	ON	L1H8P7	
General Motors Of Canada Limited Service Parts Operations		6200 Grande Pointe Dr		Grand Blanc	MI	48439	
General Motors Of Canda Limited Service Parts Operations		1908 Colonel Sam Dr		Oshawa	ON		Canada
General Motors Service Parts Operations		6200 Grande Pointe Dr		Grand Blanc	MI	48439	
Gesipa Fasteners Usa Inc	Olympic Fastening Division	PO Box 752		Vivian	LA	71082	
Ghsp Inc		1250 S Beechtree St		Grand Haven	MI	49417	
Gill Industries Inc	Gill Manufacturing	5271 Plainfield		Grand Rapids	MI	49505-1046	
Gkn Sinter Metals Saint Marys		104 Fairview Rd		Kersey	PA	15846	
Global Point Design Inc		2861 Sherwood Heights Dr	Unit 27	Oakville Ontario	ON	L6J 7K1	Canada

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Gm De Mexico S De RI De Cv	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
Gm Do Brasil Ltda	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke		Warren	MI	48090	
Gm Of Canada Ltd	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
Gobar Systems Inc		3320 E 14th St		Brownsville	TX	78521	
Graber Rogg Inc	C/o Gr Technical Service Inc	240 Sheffield St		Mountainside	NJ	07092	
Graber Rogg Inc		22 Jackson Dr		Cranford	NJ	07016-3609	
Grand Rapids Controls Inc		PO Box 360		Rockford	MI	49341-0360	
Grant Industries Inc		33415 Groesbeck Hwy		Fraser	MI	48026-4203	
Grenada Manufacturing Llc		635 Hwy 332 E		Grenada	MS	38901	
Gulf Systems Inc		11519 Elk Mountain		San Antonio	TX	78245	
H & L Tool Company Inc		32701 Dequindre Rd		Madison Heights	MI	48071-5002	
Haartz Corp The		40950 Woodward Ave Ste 150		Bloomfield Hills	MI	48304	
Hamlin Electronics Limited Partnership		612 East Lake St		Lake Mills	WI	53551	
Hansen International Inc		130 Zenker Rd		Lexington	SC	29072	
Harman Becker Automotive Systems Inc	Harmon Kardon	1201 S Ohio St		Martinsville	IN	46151-2914	
Heilman Holding Co Inc	Aaa Uniform & Linen Supply	4120 Truman Rd		Kansas City	MO	64127	
Hella Fahrzeugkomponenten Gmbh		Dortmunder Str 5		Bremen		28199	Germany
Hella Innenleuchten Systemegmbh		His Hella Innenleuchten Systeme Gmbh		Wembach		79677	Germany
Hella Kg Hueck & Co		Beckumer Str130		Lippstadt		59555	Germany
Hella Kgaa Hueck & Co		Rixbecker Str 75		Lippstadt		59552	Germany
Hellermannntyton Corp		PO Box 245017		Milwaukee	WI	53224	
Hertz Equipment Rental Corp	Hertz	212 Lime Quarry Rd		Madison	AL	35758-8961	
Hirschmann Automotive Gmbh		Oberer Paspelsweg 6 8		Rankweil Voraribereg		06830	Austria
Hoffman Manufacturing Inc		PO Box 217		Concord	MI	49237-0217	
Hot Melt Technologies Inc	Hmt	1723 W Hamlin Rd		Rochester Hills	MI	48309	
Hr Technologies Inc		6570 19 Mile Rd		Sterling Heights	MI	48314	
Huber & Suhner Inc		19 Thompson Dr		Essex Junction	VT	05452-3408	
Ice Master Inc		6218 Melrose Ln		Shawnee Mission	KS	66203	
Illinois Tool Works Inc	Itw Cip Sales Distribution	12150 Merriman Rd		Livonia	MI	48150	
Illinois Tool Works Inc	Itw Cip Sales Division	12150 Merriman Rd		Livonia	MI	48150	
Illinois Tool Works Inc	Itw Cip/anchor Stampings Division	850 Stephenson Hwy Ste 500		Troy	MI	48083	
Illinois Tool Works Inc	Itw Deltar Engineered Fasteners	1700 1st Ave		Chippewa Falls	WI	54729	
Illinois Tool Works Inc	Itw Deltar Tekfast Fasteners	850 Stephenson Hwy Ste 110		Troy	MI	48083-1122	
Illinois Tool Works Inc	Itw Engineered Components	8451 183rd Pl		Tinley Pk	IL	60477	
Illinois Tool Works Inc	Itw Medalist	2700 York Rd		Elk Grove Village	IL	60007	
Illinois Tool Works Inc	Itw Shakeproof/anchor/medalist Div	850 Stephenson Hwy Ste 500		Troy	MI	48083	
Illinois Tool Works Inc	Itw Shakerproof	PO Box 12345		Milwaukee	WI	53212	
Illinois Tool Works Inc	Itw Shakerproof/anchor/medalist Division	850 Stephenson Hwy Ste 500		Troy	MI	48083	
Importadora Y Exportadora De Madera		Sendero Nacional Km 2 50		Matamoros		87314	Mexico
Ims Gear		1234 Palmour Dr Ste B		Gainesville	GA	30501	
Industrial Distribution Group Inc	Idg	PO Box 843		Dayton	OH	45401	
Industrial Paint & Strip Inc		47063 Black Walnut Pkwy		Woodfield	OH	43793	
Industrial Powder Coatings Inc		202 Republic St		Norwalk	OH	44857-1184	
Industrial Power Sales Inc		8461 Garvey Dr		Raleigh	NC	27604	
Industrial Steel Treating Co		PO Box 98		Jackson	MI	49204-0098	
Injex Industries Inc		30559 San Antonio St		Hayward	CA	94544-7101	
Inprax Performance Resources Llc	Inprax Sqd	3460 Needmore Rd		Dayton	OH	45414	
Intec Group Inc The		1301 E Michigan Ave		Morocco	IN	47963-8179	
Intec Mexico Llc		640 S Vermont St		Palatine	IL	60067	
International Spring Co	Warnock Spring & Mfg	7901 N Nagle Ave		Morton Grove	IL	60053-2714	
International Truck And Engine Corp	Central Purchasing	4201 Winfield Rd PO Box 1488		Warrenville	IL	60555	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
International Union Of Electronic Electrical Machine	And Furniture Workers Afl Cio Local 711	4605 Airport Rd		Gadsden	AL	35904	
International Union United Automobile Aerospace And	Agricultural Implement Workers Of America Local Union 2083	C/o Delphi Ahg Attn Garry Gilliam	11005 Ed Stevens Rd	Cottondale	AL	35453	
Iron Mountain Info Management Inc		24300 Wahl Court		Warren	MI	48089	
Iron Mountain Information Mgmt Inc		8273 Green Meadows Dr N		Lewis Ctr	OH	43035-8660	
Iso Trude Inc		1705 Eaton Dr		Grand Haven	MI	49417-2824	
Iue Cwa	James D Clark President	Iue Cwa Headquarters	501 3rd Nw	Washington	DC	20001	
Ivs Inc		34400 Industrial Dr		Livonia	MI	48150-4307	
J & B Enterprises	John Jansen	503 Tecumseh Rd		Clinton	MI	49236-9588	
Jabil Circuit De Chihuahua			Alejandro Dumas 11341	Chihuahua		31109	Mexico
Jacobson Mfg Llc		941 955 Lake Rd		Medina	OH	44256	
Jada Precision Plastics Co Inc		1667 Emerson		Rochester	NY	14606	
Jason Inc	Janesville Products Division	3190 Rochester Rd Ste 101		Troy	MI	48083	
Jason Inc	Sackner Products Division	7125 Orchard Lake Ste 304		West Bloomfield	MI	48322	
Jasper Rubber Products Inc		1010 1st Ave		Jasper	IN	47546-3201	
Jay Industries Inc		150 E Longview Ave		Mansfield	OH	44903-4206	
Jenoptik Laser Technologies Usa		8020 Kensington Court		Brighton	MI	48116	
Jideco Of Bardstown Inc		901 Withrow Ct		Bardstown	KY	40004	
Jms Plastics Inc		52275 State Rd 933 N		South Bend	IN	46637	
Jns Manufacturing		555 E Huron Ave		Vassar	MI	48768	
Johnson Controls Gmbh & Co Kg		Postfach 1440		Espelkamp		32328	Germany
Johnson Controls Gmbh & Co Kg		Postfach Postfach 1		Espelkamp		32328	Germany
Johnson Controls Interiors Llc	Automotive Systems Group	915 E 32nd St		Holland	MI	49423	
Johnson Electric North America Inc		10 Progress Dr		Sheldon	CT	06484	
Jsp International		1443 E 12 Mile Rd		Madison Heights	MI	48071	
Junkerwerk Linder & Co	Junkerwerk Linder	Postfach Postfach 1		Solingen		42666	Germany
K&r Distributors Inc	Aqua Pure Bottled Water	PO Box 98		Enon	OH	45323-0098	
Kds Controls Inc		307 Robbins Dr		Troy	MI	48083-4561	
Keats Manufacturing Co		350 Holbrook Dr		Wheeling	IL	60090-5812	
Keats Manufacturing Co Inc		PO Box 526		Wheeling	IL	60090-0526	
Kendrion Backhaus Gmbh		Postfach Postfach 1		Kierspe		58555	Germany
Kent Manufacturing Co		1840 Oak Industrial Dr Ne		Grand Rapids	MI	49505-6008	
Kent Tool & Die Inc		50605 Richard W Blvd		Chesterfield	MI	48051	
Key Plastics Llc	York I	3390 Farm Trail Rd		York	PA	17402	
Key Plastics Llc		21700 Haggerty Rd Ste 100n		Northville	MI	48167	
Keyang Electric Machinery Co Ltd		10/f Haenam Bldg 21		Seoul		100080	South Korea
Kickhaefer Manufacturing Co	Kmc Stampings	PO Box 348		Port Washington	WI	53074-0348	
King & Spalding LLP	Barry N Seidel	1185 Sixth Avenue		New York	NY	10036	
Kirk Welding Supply Inc	Kirk Welding Supply Co	1608 Holmes		Kansas City	MO	64108	
Knipping Verbindungstechnik Gmbh		Postfach Postfach 1		Kierspe		58557	Germany
Kostal Mexicana Sa De Cv		Acceso Il 36 Fracc	Apartado Apartado P	Queretaro		76120	Mexico
Kostal Mexicana Sa De Cv		10400 Technology Dr		Cottondale	AL	35453	
Kostal Of America Inc		25325 Regency Court		Novi	MI	48375-2159	
Kuttawa Plastics Llc		PO Box 490		Kuttawa	KY	42055	
L&w Inc	L&W Engineering Co	6771 Haggerty Rd		Belleville	MI	48111-5101	
L&w Inc	L&w Engineering Co	6301 Haggerty Rd		Belleville	MI	48111-1157	
Lacks Industries Inc	Lacks Trim Systems	4090 Barden Dr		Kentwood	MI	49512	
Lake Erie Products Inc		321 Foster Ave		Wood Dale	IL	60191-1432	
Lakeside Plastics Ltd		3786 N Talbot Rd Plant 1		Old Castle Ontario	ON	N0R 1L0	Canada
Lane Punch Corp		4985 Belleville Ln		Canton	OH	48188	
Lankfer Diversified Industries Inc	Ldi Inc	4311 Patterson Ave Se		Grand Rapids	MI	49512	
Lanxess Corp		356 Three Rivers Pkwy		Addysytan	OH	45001	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Laser Equipment Inc		9301 W 53rd St		Merriam	KS	66203	
Lavelle Industries Inc		665 Mchenry St		Burlington	WI	53105	
Ldm Technologies	C/o Alphatech	1777 E Lincoln Rd		Kokomo	IN	46903	
Ldm Technologies Inc	C/o Alphatech	17777 E Lincoln Rd		Kokomo	IN	46902	
Ldm Technologies Inc		2500 Executive Hills Dr		Auburn Hills	MI	48326	
Lear Corp	Edinburgh Molding Plant	600 S Kyle St		Edinburgh	IN	46124	
Lear Corp	Interior Systems Grp Fling	5500b Enterprise Dr		Warren	MI	48092	
Lear Corporation	Automotive Industries Division	400 S Stone St		Fremont	OH	43420-2658	
Lear Corporation		5100 W Waters Ave		Tampa	FL	33634	
Lear Corporation		21557 Telegraph Rd		Southfield	MI	48034	
Lem Industries Inc		4852 Frusta Dr		Obetz	OH	43207-4503	
Lewis Spring & Manufacturing Co Inc		7500 N Natchez		Niles	IL	60714-3804	
Liberty Industries Inc		840 McClurg Rd		Youngstown	OH	44512	
Libralter Plastics Inc		3175 Martin Rd		Walled Lake	MI	48390	
Ligon Brothers Mfg Co		3776 Van Dyke		Almont	MI	48003	
Linde Gas Llc		30551 Stephenson Hwy		Madison Heights	MI	48071	
Linden Industries Inc		137 Ascot Pkwy		Cuyahoga Falls	OH	44223	
Llinois Tool Works Inc	Itw Shakeproof	PO Box 12345		Milwaukee	WI	53212	
Lorentson Manufacturing Co		PO Box 932		Kokomo	IN	46903	
Lunt Manufacturing Co Inc		816 E 4th St		Royal Oak	MI	48067	
Lunt Manufacturing Co Inc		816 E 4th St		Royal Oak	MI	48067	
M&m Knopf Auto Parts Inc	M&m Flint	2750 Lippincott Blvd		Flint	MI	48507	
Mac Arthur Corp		PO Box 10		Grand Blanc	MI	48239-0010	
Mac Arthur Corp		PO Box 10		Grand Blanc	MI	48439-0010	
Macdonalds Industrial Products	C/o Mccarthy Sales Co	27236 Southfield Rd		Lathrup Village	MI	48076	
Mack & Schneider Gmbh	Mack & Schneider	Schulstr 33 35		Filderstadt		70794	Germany
Mag Usa		105 Matthew Warren Dr		Clinton	TN	37716	
Magna International Inc	Atoma Closure & Electronic Systems	19892 Haggerty Rd		Livonia	MI	48152	
Magnetic Springs Water Company		1917 Joyce Ave		Columbus	OH	43219-1029	
Marquardt Gmbh		Schloss Strasse 16		Rietheim Weilheim		78604	Germany
Marquardt Switches Inc		2265 Livernois Ste 710		Troy	MI	48084	
Martinrea International Inc	Stamp A Tron	60 Travail Rd		Markham Ontario	ON	L3S 3J1	Canada
May & Scofield Inc	C/o Jp Sales Company Inc	3700 W Liberty		Ann Arbor	MICHIGAN	48103	
Mc Master Carr Supply Co		PO Box 740100		Atlanta	GA	30374	
Mc Master Carr Supply Co		PO Box 94930		Aurora	OH	44101-4930	
Mechanical & Industrial Fasteners	C/o Oldford & Associates	3555 Walnut St		Port Huron	MI	48060	
Mechanical Galv Plating Corp		PO Box 56		Sidney	OH	45365-0056	
Mercedes Benz Ag		Hp X477 Pmc 32		Sindelfingen		71063	Germany
Mercedes Benz Us International Inc		PO Box 100		Tuscaloosa	AL	35403-0100	
Meridan Automotive Systems	Grabill Operations	PO Box 888787		Grand Rapids	MI	49588	
Meridian Technologies Inc	Meridan Sales Plymouth	352 N Main St Ste 1		Plymouth	MI	48170	
Meridian Technologies Inc	Meridian Sales Plymouth	352 N Main St Ste 1		Plymouth	MI	48170	
Metal Component Engineering Shanghai		No 750 Riyin Rd N	Waigaoqiao Free Trade Zone	Shanghai		200131	China
Metaforming Technologies Inc	Mti Saline	905 Woodland Dr		Saline	MI	48176	
Metro Trailer Leasing Inc	Metro Mini Storage	100 Metro Pkwy		Pelham	AL	35124-1711	
Michigan Spring & Stamp		41850 W 11 Mile Rd Ste 105		Novi	MI	48374	
Micro Craft Inc		15656 Hwy 84 Country Rd 242		Quitman	GA	31643	
Micro Industries Inc		PO Box 400		Rock Falls	IL	61071	
Mid America Plastics		4221 James P Cole Blvd		Flint	MI	48505	
Mid Ohio Packaging Co Inc	Mopac	PO Box 854		Marion	OH	43301	
Mid South Electronics Inc		2620 E Meighan Blvd		Gadsden	AL	35903	
Mid States Rubber Products		PO Box 370		Princeton	IN	47670	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Midwest Waterblasting Corp		PO Box 118		Tecumseh	MI	49286	
Milliken & Co	Cotton Blossom Distributing	PO Box 4396		Spartanburg	SC	29303	
Milliken Sommer		PO Box 9		Simpsonville	SC	29681	
Millwood Inc	Millwood Pallet	986 Tibbetts Wick Rd		Girard	OH	44420-1120	
Mivrag Cold Forming Technologies Lt		43902 Woodward Ave Ste 280		Bloomfield Hills	MI	48302	
Mnp Corp		PO Box 189002		Utica	MI	48138	
Mold Master Co		1455 Imlay City Rd		Lapeer	MI	48446	
Motorola De Nogales	Prolg Ruiz Cortinez Calle San	Patricio Lote 6 Parq Ind		San Carlo			Mexico
Motorola De Nogales		Prolg Ruiz Cortinez Calle San	Patricio Lote 6 Parq Ind San Carlo	Nogales Sonora		84090	Mexico
Motorola De Nogales Servicios Sa De Cv		Patricio Lote 6 Parq Ind San Carlo		Nogales		84090	Mexico
Motorola De Nogales Servicios Sa De Cv		Prolg Ruiz Cortinez Calle San	Patricio Lote 6 Parq Ind San Carlo	Nogales Sonora		84090	Mexico
Motorola Inc	Motorola Automotive & Indstri Elect	3740 N Austin St		Seguin	TX	78155	
Moutside	Mopac	2135 Innovation Dr		Marion	OH	43302	
Mpi International Inc		1617 Industrial Rd		Greeneville	TN	37745	
Mrc Industrial Group Inc		13201 Stephens Rd		Warren	MI	48089-2092	
Mrc Polymers Inc		3307 S Lawndale Ave		Chicago	IL	60623	
Ms 2 Lic		PO Box 980		Gadsden	AL	35902	
Msx International Inc		1950 Concept Dr		Warren	MI	48091-1385	
Multimatic Inc	Inmet	35 W Wilmot St		Richmond Hill Ontario	ON	L4B 1L7	Canada
Multmatic Inc		19790 Haggerty		Livonia	MI	48152	
Mytex Polymers Gp		1403 Port Rd		Jeffersonville	IN	47130	
National Material Lp		PO Box 1587		Mansfield	OH	44901	
National Molding Corp		5 Dubon Court		Farmingdale	NY	11735-1007	
National Paper & Packaging Co		26401 Richmond Rd		Bedford Heights	OH	44146-1443	
Nedschroef Fraulautern Gmbh		Klosterstr 13 Fraulautern		Saarlouis		66740	Germany
New United Motor Manufacturing		45500 Fremont Blvd		Fremont	CA	94538	
Newark Electro Plating Inc		30 32 E Harrison St		Newark	OH	43055	
Newco Inc		40 Corporate Dr		Auburn Hills	MI	48326	
Nicholas Plastics Inc	C/o J S Chamberlain Assoc	3221 W Big Beaver Rd Ste 115		Troy	MI	48084	
Northtown Business Center Llc		104 Armour Rd		North Kansas City	MO	64116	
Nova Chemicals Inc	Nova Chemicals Canada Ltd	1550 Coraopolis Heights Rd		Coraopolis	PA	15108	
Novem Car Interiors Design Inc		7610 Market St		Canton	MI	48187	
Nri Industries Inc		35 Cawthra Ave		Toronto	ON	M6N 3C2	Canada
Nsk Corp	Oem Business Unit	PO Box 134007		Ann Arbor	MI	48113-4007	
Nyloncraft Inc	C/o Kovath Ej & Associates	10327 E Grand River Ste 407		Brighton	MI	48116	
Nyx Inc	Nyx Cherryhill Division	1000 Manufacturers Dr		Westland	MI	48186-4064	
Nyx Inc	Nyx Rebmann	24555 Capitol St		Redford	MI	48239	
Oem Erie Inc		1810 W 20th St		Erie	PA	16502-2001	
Olson International Ltd	Olson International	50 W North Ave		Lombard	IL	60148	
Olson International Sa De Cv		Parque Industrial Del Lagos Ap 371	Carretera A La Playa Km 75	Matamoros		87490	Mexico
Omron Automotive Electronics Inc		29185 Cabot Dr		Novi	MI	48377	
Omron Dualtec Automotive Electronic Switch/ecu Div		2291 Winston Pk Dr		Oakville Ontario	ON	L6H 6R7	Canada
Optek Technology Inc	C/o Electronbnc Sales & Engineering	1905 Cloverdale Dr		Rochester	MI	48307	
Optek Technology Inc		1645 Wallace Dr Ste 130		Carrollton	TX	75006	
Osram Sylvania Inc		275 W Main		Hillsboro	NH	03244	
Osullivan Films Inc		1944 Valley Ave		Winchester	VA	22601-6306	
Otis Elevator Company		2231 Westbrooke Dr Bldg M		Columbus	OH	43228-9605	
Otto Bock Polyurethane Tech Inc		3 Penn Ctr W Ste 406		Pittsburgh	PA	15276	
Owens Corning Inc	Owens Corning	46500 Humboldt Dr		Novi	MI	48377	
Panasonic Automotive Systems		No300 Honggang Rd		Dalian		16033	China

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Panasonic Automotive Systems Dalian		No15 East St Daxinzhaizi		Dalian		116033	China
Par Foam Products	C/o Automotive Sales Group Inc	550 Stephenson Hwy Ste 401		Troy	MI	48083	
Par Form Products	C/o Automotive Sales Group Inc	550 Stephenson Hwy Ste 401		Troy	MI	48083	
Parker Hannifin Corp	Parker Thermo Plastics Division	985 Falls Creek Dr		Vandalia	OH	45377	
Peiker Acoustic GmbH & Co Kg		Max Planch Str 30 32		Friedrichsdorf		61381	Germany
Pelzer Hp Automotive Systems Inc	Manufacturing Plant	2415 Dove St		Port Huron	MI	48060	
Penn Aluminum International Inc		PO Box 490		Murphysboro	IL	62966	
Penn Engineering Automotive Fastener		50625 Design Ln		Utica	MI	48315-3128	
Penn Metal Stamping Inc		PO Box 221		Saint Marys	PA	15857	
Pepro Enterprises Inc	Gemini Plastics	4385 Garfield St		Ubyly	MI	48475	
Perkinelmer Optoelectronics		13720 Shoreline Court E		Earth City	MO	63045	
Permacel Kansas City Inc	Permacel Missouri	8485 Prospect Ave		Kansas City	MO	64132	
Pesa Labeling Systems		275 Kings Hwy Ste 104		Brownsville	TX	78521	
Pilkington North America Inc		140 Dixie Hwy		Rossford	OH	43460-1215	
Pilkington North America Inc		4370 Alum Creek Dr		Columbus	OH	43207-4519	
Pinnacle Molded Plastics Corp		2170 Traversfield Dr		Traverse City	MI	49686-9278	
Pintura Estampado Y Montaje Sa De Cv		Carr Celaya Salamanca Km 5	Celaya Gto Cp Ap 494				Mexico
Pintura Estampado Y Montajes Sa De Cv		Carr Celaya Salamanca Km 5	Celaya Gto Cp 38020				Mexico
Piolax Corp		139 Etowah Industrial Court		Canton	GA	30114	
Plabell Rubber Products		300 324 S St Clair St		Toledo	OH	43602-1846	
Plas Tech Engineered Products Inc		1111 S Colling Rd		Caro	MI	48723	
Plaspar Indde Comm Plasticos Ltda		Al Do Café 450 Indl		Varginha		37026-400	Brazil
Plastech Engineered Products Inc	Plastech	539 Beveledere Dr N		Gallatin	TN	37066-5409	
Plastech Engineered Products Inc	Plastech	539 Belvedere Dr N		Gallatin	TN	37066-5409	
Plastech Engineered Products Inc		22000 Garrison St		Dearborn	MI	48124	
Plastic Trim Inc	Plant 4	258 Hopeland Ave		Dayton	OH	45408	
Plastomer Corp		37819 Schoolcraft Rd		Livonia	MI	48150-1096	
Poeppelmann Kunststoff Technik GmbH		Postfach Postfach 1		Lohne		49378	Germany
Poliolos Sa De Cv		Km525 Carretera Mexico Toluca		Lerma		52000	Mexico
Polymerica Ltd	Global Enterprises	50450 E Russell Schmidt Blvd		Chesterfield	MI	48051	
Polyone Corp		33587 Walker Rd		Avon Lake	OH	44012	
Polyone Corp		733 E Water St		North Baltimore	OH	45872	
Polyone Corp		PO Box 807		Dyersburg	TN	38025	
Polyone Engineered Films Group		6915 Rochester Rd Ste 100		Troy	MI	48098	
Port City Die Cast Inc		1985 E Laketon Ave		Muskegon	MI	49442-6127	
Porter Group Llc		28700 Cabot Dr Ste 800		Novi	MI	48377	
Powermotion Inc		90 Robert Jemison Rd		Birmingham	AL	35209-3607	
Ppg Industries Inc	C/o Dura Automotive	PO Box 746		Lawrenceburg	TN	38464	
Ppg Industries Inc	Coatings & Resins Group	961 Division St		Adrian	MI	49221	
Precision Products Group Inc	Michigan Spring & Stamping Div	PO Box 720		Muskegon	MI	49443	
Precision Southeast Inc		PO Box 50610		Myrtle Beach	SC	29579	
Predictive Maintenance Services Inc		515 Morris St		Uhrichsville	OH	44683-1141	
Premiere Mold & Die Co Inc		4140 Helton Dr		Florence	AL	35630-6208	
Pridgeon & Clay Inc		50 Cottage Grove Sw		Grand Rapids	MI	49507-1622	
Professional Grounds Keeper		643 70th St		Tuscaloosa	AL	35405-3991	
Progressive Marketing Inc	Progressive Marketing Products	1950 Crooks Rd		Troy	MI	48084	
Progressive Marketing Inc	Progressive Moulded Products	1950 Crooks Rd		Troy	MI	48084	
Progressive Marketing Inc	Progressive Moulded Products Inc	1849 Pond Run Dr Ste 100		Auburn Hills	MI	48326	
Progressive Marketing Inc	Progressive Moulded Products Ltd	1849 Pond Run Dr Ste 100		Auburn Hills	MI	48326	
Progressive Moulded Products Ltd	Progressive Tools Division	9024 Keele St		Concord Ontario	ON	L4K 2N2	Canada
Provedora Industrial Matamoros Sa		Repulica Del Salvador 8	Col Modelo	Matamoros		87360	Mexico
Pullman Industries Inc		820 Kirts Blvd Ste 400		Troy	MI	48084	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Qhg Of Gadsden	Gadsden Regional Medical Ctr	PO Box 2098		Gadsden	AL	35903	
Qis Inc	Quality Industrial Services	PO Box 673192		Detroit	MI	48267	
Raches Ch Inc		1100 N Opdyke Rd Ste 200		Auburn Hills	MI	48326	
Radolid Thiel Gmbh		Loesenbacher Lanstr 166		Luedenscheid		58487	Germany
Rawac Plating Co		1107 W North St		Springfield	OH	45504	
Rb&w Corp Of Canada		5190 Bradco Blvd		Mississauga Ontario	ON	L4W 1G7	Canada
Recticel Interiors North America Inc		1420 Industrial Pk Dr		Tuscaloosa	AL	35401-0427	
Red Spot Westland Inc		9030 General Dr		Plymouth	MI	48170	
Reilly Plating Co		PO Box 3213		Melvindale	MI	48122-0213	
Reliable Spring & Wire Forms The		PO Box 58		Elyria	OH	44036-0058	
Reum Corp		3600 Sunset Ave		Waukegan	IL	60087	
Reum Gmbh & Co Betriebs Kg	Reum	Industriestr 9		Hardheim		74736	Germany
Rhe Tech Inc		1500 E North Territorial Rd		Whitmore Lake	MI	48189	
Richard Lektzian		439 Whitney		Rochester Hills	MI	48307	
Robin Industries Inc	Fredericksburg Facility	PO Box 242		Fredericksburg	OH	44627	
Russells Technical Products Inc		1145 S Washington Ave		Holland	MI	49423-5296	
Saargummi Americas Inc		4330 Varsity Dr		Ann Arbor	MI	48108	
Saia Burgess Automotive Actuators Inc		755 Bill Jones Industrial Dr		Springfield	TN	37172-5014	
Saia Burgess Inc	Ledex & Dormeyer	PO Box 427		Vandalia	OH	45377	
Samlip America		312 Frank Diggs Dr		Clinton	TN	37716	
Sandusky Ltd Llc		27950 Orchard Lake Rd Ste 101		Farmington Hills	MI	48334	
Saturn Corporation	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
Saturn Electronics & Engineering	Saturn Engineering	255 Rex Blvd		Auburn Hills	MI	48326-2954	
Schulman A Inc		PO Box 1710		Akron	OH	44309-1710	
Sealed Air Corp		2550 Commerce Blvd		Sharonville	OH	45241-1504	
Security Plastics Division/nmc Llc		14427 Nw 60th Ave		Miami Lakes	FL	33014	
Security Plastics Division/nmc Llc		14427 Nw 60th Ave		Hialeah	FL	33014	
Select Industries Corp Plant 1		PO Box 887		Dayton	OH	45401	
Select Industries Corp Plant 3		220 Janney Rd		Dayton	OH	45404	
Select Industries Corp Plant 3		PO Box 887		Dayton	OH	45401	
Semplex Corp		199 W Diversey		Elmhurst	IL	60126-1162	
Senco Products Inc	Senco Fasteners Systems	8485 Broadwell Rd		Cincinnati	OH	45244-1611	
Sethka Of Georgia Inc	Terminix	7415 Gadsden Hwy		Trussville	AL	35173-1658	
Shamrock Technologies Inc		PO Box 117		Dayton	NJ	08810	
Shanghai General Motors Corporation Limited	Gm Global Purchasing	C/o Leigh Dushane		Warren	MI	48090	
Shanghai Gm Shenyang Norsum Motor Company Limited	Gm Global Purchasing	C/o Leigh Dushane	30009 Van Dyke	Warren	MI	48090	
Shanghai Volkswagen	Volkswagen Ag Zh Herrn F Garcia Sanz	Konzernvorstand Beschaffung	Brieffach / Letter Box 1600	Wolfsburg		D-38436	Deutschland Germany
Sidler Gmbh & Co Kg	Sidler	Bismarkstr 72		Tuebingen		72072	Germany
Siemens Electric Ltd	Siemens Automotive	1020 Adeline St S		London Ontario	ON	N6E 1R6	Canada
Siemens Vdo Automotive Ag		Postfach Postfach 1		Regensburg		93055	Germany
Siemens Vdo Automotive Inc	Siemens Automotive	1020 Adeline St S		London Ontario	ON	N6E 1R6	Canada
Siemens Vdo Sa De Cv		Crs Airbags & Restraints Systems	Camino A La Tijera 3 Km 35	Tijomulco De Zuniga		45640	Mexico
Societe En Commandite Ifastgroupe	Infasco Nut Division	3990 Nashua Dr		Mississauga Ontario	ON	L4V 1P8	Canada
Societe En Commandite Ifastgroupe	Infasco Nut Division	3990 Nashua Dr		Mississauga Ontario	ON	L4V 1P8	Canada
Sofanou Inc	C/o Peter Andries	7 W Square Lake Rd		Bloomfield Hills	MI	48302	
Sofanou Inc		632 Timberline Dr		Rochester Hills	MI	48309	
Solar Spring & Wire Forms		345 Criss Circle Dr		Elk Grove Village	IL	60007-1291	
Spartech Corp	Spartech Polycom	470 Johnson Rd		Washington	PA	15301	
Spencer Products Co Inc		1859 Summit Commerce Pk		Twinsburg	OH	44087	
Spring Dynamics Inc		7378 Research Dr		Almont	MI	48003	
Stanhope Products Co		PO Box 6003		Brookville	OH	45309-6003	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Stanley Bostitch Inc		9901 Kincaid Dr Ste 200		Fishers	IN	46038	
Starbrook Industries Inc		2000 Industrial Court		Covington	OH	45318	
Steel Technologies Inc		PO Box 43339		Louisville	KY	40253-0339	
Stemplastik Hellstern GmbH & Co Kg		Hegastr 9		Villingen Schwenningen		78054	Germany
Stocker Hinge Mfg Co		PO Box 149		Brookfield	IL	60513-0149	
Stoneridge Inc	Alphabet Mcd Division	6 Butterfield Trail		El Paso	TX	79906	
Stoneridge Inc	Pollak Engineered Product Group Division	28001 Cabot Dr Ste 100		Novi	MI	48377	
Strattec Security Corp		3333 W Good Hope Rd		Milwaukee	WI	53209	
Summit Polymers Inc	Syntech Plant	1211 Progress St		Sturgis	MI	49091	
Summit Polymers Inc		15101 N Commerce Dr		Dearborn	MI	48120	
Sur Flo Plastic & Engineering Inc		24358 Groesbeck Hwy		Warren	MI	48089-4718	
Taigene Electric Machine Co	C/o Mco Sales	6001 N Adams Rd Ste 125		Bloomfield Hills	MI	48304	
Taigene Electric Machinery Co	C/o Mco Sales	6001 N Adams Rd Ste124		Bloomfield Hills	MI	48304	
Taigene Electric Machinery Co	C/o Mco Sales	61001 N Adams Rd Ste 125		Bloomfield Hills	MI	48304	
Taigene Electric Machinery Co Ltd		138 Fu Yuan Rd		Lungtan Hsiang Taoyuan H		32553	Taiwan
Tariq A Siddiqi Md Pc		231 N Main St		Adrian	MI	49221	
Tata Autocomp Systems Ltd		2792 Alisop Pl Ste 207		Troy	MI	48084	
Techform Products Ltd	C/o Connelly Co	36155 Mound Rd		Sterling Heights	MI	48310	
Techform Products Ltd	C/o Connelly Co	8424 12 Mile Rd		Warren	MI	48093	
Techform Products Ltd	C/o Connelly Co	8424 E 12 Mile		Warren	MI	48093	
Techmetals Inc		PO Box 1266		Dayton	OH	45401-1266	
Tefco Inc		10102 W Flamingo Rd Ste 4 204		Las Vegas	NV	89147-8385	
Tella Tool & Mfg Co	Tella Technology Division	1015 N Ridge Ave		Lombard	IL	60148-1210	
Termax Corp		920 930 Remington Rd		Schaumburg	IL	60173	
Tesa Tape Inc		5825 Carnegie Blvd		Charlotte	NC	28209-4633	
Textileather Corp		20500 Civic Ctr Dr Ste 2800		Southfield	MI	48076	
Textron Fastening Systems	Camcar Division	1302 Kerr Dr		Decorah	IA	52101	
Textron Fastening Systems		826 E Madison		Belvidere	IL	61008-2364	
Textron Fastening Systems Inc		345 E Marshall St		Wytheville	VA	24382-3917	
Textron Inc	Camcar Textron Drill Screw Division	PO Box 90		Decorah	IA	52102	
Textron Inc	Textron Fastening Systems	29201 Telegraph Rd Ste 606		Southfield	MI	48034	
Tfs Fastening Systems Llc	Decorah Operations	1302 Kerr Dr		Decorah	IA	52101	
Tg Technical Center Usa Corp		1095 Crooks Rd		Troy	MI	48084	
The Intec Group Inc		1301 E Michigan Ave		Morocco	IN	0479-8179	
Tinnerman Palnut Engineered Products		152 Glen		Mountainside	NJ	07092-0214	
Tinnerman Palnut Engineered Products		152 Glen Rd		Mountainside	NJ	07092-0214	
Tinnerman Palnut Engineered Products		240 6th St Nw		Massillon	OH	44646	
Tinnerman Palnut Engineered Products		PO Box 10		Brunswick	OH	44212-0010	
Topcraft Precision Molders Inc		301 Ivyland Rd		Warminster	PA	18974	
Totoku Electric Co Ltd		1 3 21 Okubo	Shinjuku Ku	Tokyo		0169-0072	Japan
Tower Automotive		27175 Haggerty Rd		Novi	MI	48375	
Toyota Motor Manufacturing North America Inc		25 Atlantic Ave		Erlanger	KY	41018	
Tropic Tool & Mold Inc		1420 Wagner Dr		Albertville	AL	35950-8549	
Trueform Manufacturing		3002 Lee Hwy		Athens	TN	37303	
Trw Automotive Electronics & Components		Postfach Postfach 1		Radolfzell		78315	Germany
Trw Automotive Us Llc	Trw Westminster	PO Box 890		Westminster	MA	01473	
Trw Inc	Trw Automotive Electronics	23855 Research Dr		Farmington Hills	MI	48335	
Trw Vehicle Safety Systems Inc	Trw Vssi	4505 W 26 Mile Rd		Washington	MI	48094	
Twin Corp		10456 N Holly Rd		Holly	MI	48442	
Tyco Electronics Corp		301 Robey		Franklin	KY	42134	
Tyco Electronics Corporation		PO Box 3608		Harrisburg	PA	17105	
Tyz All Plastics Inc		120 Express St		Plainview	NY	11803	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Uaw International	Solidarity House	8000 East Jefferson		Detroit	MI	48214	
Uaw Local 2031		5075 Belmere Dr		Manitou Beach	MI	49253	
Ultra Form Industries Inc		143 E Pond Dr		Romeo	MI	48065-4903	
Unique Fabricating Inc	Plant 1	800 Standard Pkwy		Auburn Hills	MI	48326	
Unique Fabricating Inc Plant L		800 Standard Pkwy		Auburn Hills	MI	48326	
Unique Tool & Gauge Inc		1505 Moro Dr Rr1		Windsor Ontario	ON	N9A 6J3	Canada
United Paint & Chemical Corp	Unitd Paint Co	24671 Telegraph Rd		Southfield	MI	48034-3035	
Universal Polmer & Rubber Inc		PO Box 767		Middlefield	OH	44062-0767	
Universal Polymer & Rubber Inc		PO Box 767		Middlefield	OH	44062-0767	
Valeo Climate Control Corp		3620 Symmes Rd		Hamilton	OH	45015	
Valley Commercial Latino Americana		Calle 20 1112		Matamoros		87350	Mexico
Van Dyne Crotty Inc		150 Arco Dr		Toledo	OH	43607-2900	
Van Rob Inc		1000 University Ave W		Windsor Ontario	ON	N9A 5S4	Canada
Vehicle Security Systems Limited	Mr J P Chevalier	28 32 Wellington Rd		London		NW8 9SP	Uk
Venture Plastics Inc		PO Box 249		Newton Falls	OH	44444-0249	
Victory Packaging De Mexico S De RI		Brecha 102 Carretera A Matamoros		Reynosa		88780	Mexico
Victory Packaging Inc		6250 Brook Hollow Pkwy		Norcross	GA	30071	
Victory Packaging Inc		800 Junction		Plymouth	MI	48170	
Victory Packaging Inc		1597 Westbelt Dr		Columbus	OH	43228-3839	
Victory Packaging Inc		PO Box 579		Donna	TX	78537	
Viking Plastics Inc		1 Viking St		Corry	PA	16407	
Virginia Industries Inc	Hartford Technologies Division	1022 Elm St		Rocky Hill	CT	06067-1809	
Volkswagen Ag	Zh Herrn F Garcia Sanz	Konzernvorstand Beschaffung	Brieffach / Letter Box 1600	Wolfsburg		D-38436	Deutschland Germany
Vorwerk Autotec GmbH & Co Kg		Obere Lichtenplatzer Str 336		Wuppertal		42287	Germany
Wagner E R Manufacturing Co		4611 N 32nd St		Milwaukee	WI	53209-6023	
Walco Corp		PO Box 9		Glenshaw	PA	15116-0009	
Weastec Inc		1600 N High St		Hillsboro	OH	45133-9495	
Wesco Distribution Inc	Englewood Electrical Supply Div	PO Box 487		Adrian	MI	49221	
Wirco Products Inc		2550 20th St		Port Huron	MI	48060-6449	
Wirco Products Ltd		1011 Adelaide St S		London Ontario	ON	N6E 1R4	Canada
Wire Products Co Inc		14601 Industrial Pkwy		Cleveland	OH	44135-4545	
Wolverine Products Inc		35220 Groesbeck		Clinton Township	MI	48035	
Woodbridge Foam Corp	Morval Division	PO Box 878 Sta C		Kitchener	ON	N2G 40	Canada
Woodbridge Sales & Engineering Inc	Woodbridge Group	2500 Meijer Dr		Troy	MI	48084	
Worthington Industries Inc		200 Old Wilson Bridge		Columbus	OH	43085-4769	
Wren Industries Inc		PO Box 24009		Dayton	OH	45424	
Yuhshin Usa Ltd	Ortech	2806 Industrial Dr		Kirksville	MO	63501-4832	
Yuhshin Usa Ltd	Ortech	2806 Industrial Rd		Kirksville	MO	63501-4832	
Zenith Cutter Co		5200 Zenith Pkwy		Loves Pk	IL	61111-2726	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Alabama Great Southern Railroad Company		Three Commercial Place		Norfolk	VA	23510-9241	
American Industrial Acquisition Corporation	Rich Dupuis	1465 E Putnam Ave	Ste 229	Greenwich	CT	06870	
Automotive Acquisition Corporation Rudy Wilson		401 South Old Woodward	Ste 450				
Berkshire Partners Llc	Jeanine Neumann	1 Boston Pl	Ste 3300	Boston	MA	02108	
Blue Wolf Capital Management Llc	Josh Wolf Powers	1 Liberty Plaza	23rd Fl	New York	NY	01006	
Brose North America Inc	Jan Kowal	3933 Automotion Ave		Auburn Hills	MI	48326	
Cadence Innovation Llc	Russell Chick	977 East 14 Mile		Troy	MI	48083	
Cadwalader Wickersham & Taft LLP	Michael C Ryan Esq	One World Financial Center	Counsel to Inteva Products LLC	New York	NY	10281	
Carlyle Investment Management	Llc Bulent Kozlu	1001 Pennsylvania Ave	Nw	Washington	DC	20004-2505	
Castle Harlan	Inc Howard Weiss	150 East 58th St 37th Fl		New York	NY	10155	
Cerberus Capital Management	Lp Dev Kapadia	299 Pk Ave		New York	NY	10171	
Cj Exports	Christopher Pung	8369 N Seymour Rd		Flushing	MI	48433	
Clayton	Dubilier & Rice Inc Stephen Shapiro	375 Pk Ave	Fl 18	New York	NY	10152	
Clear Bid	Inc Cat Harshman	295 Madison Ave		New York	NY	10017	
Consolidated Metco	Inc Ed Oeltjen	13940 North Rivergate Blvd		Portland	OR	97203	
Doshi Group Llc	Shailesh Doshi	1607 E Big Beaver Rd	Ste 200	Troy	MI	48083	
Ewing Management Group Acquisition	Llc Steve Johnson	712 5th Ave		New York	NY	10019	
Fenway Partners	Mac Lafollette	152 W 57th St	59th Fl	New York	NY	10019	
Graham Partners	Inc Joshua Wilson	3811 Est Chester Pike	Bldg 2 Ste 200	Newton Square	PA	19073	
Hig Capital Management	Inc John Bolduc	1001 Brickell Bay Dr	27th Fl	Miami	FL	33131	
Industrial Opportunity Partners	Llc Robert M Vedra	203 North Lasalle	Ste 1350	Chicago	IL	60601	
James A Rohde Company	Jim Rohde	2711 East Jefferson Ave		Detroit	MI	48207	
Jms Plastics Inc	David Martinez	3535 Route 66	Building 4	Neptune	NJ	07753-2625	
Keykert Usa Inc	Mike Hietbrink	46941 Liberty Dr		Wixom	MI	48393	
King & Spalding LLP	Barry N Seidel	1185 Sixth Avenue	Counsel to Inteva Products LLC	New York	NY	10036	
Klesch & Company Limited	Geoffrey Geiger	105 Wigmore St		London		W1U 1QY	Uk
Kohlberg & Company	Llc Prescott Romeyn	111 Radio Cir		Mt Kisco	NY	10549	
Kps Special Situations Funds	Ilya Koffman	200 Pk Ave	58th Fl	New York	NY	10166	
Ldi Incorporated	Steve Lankfer	4311 Patterson Se		Grand Rapids	MI	49512	
Lear Corporation	Jay Nowak	21557 Telegraph Rd	PO Box 5008	Southfield	MI	48086	
Magneti Marelli Holding Spa	James Rosseau	37484 Interchange Dr		Farmington Hills	MI	48335	
Manufacturers Industrial Group	André Gist	450 Mig Dr		Lexington	TN	38351	
Marathon Private Equity Fund I	Llc Wray Thorn	461 5th Ave	10th Fl	New York	NY	10017	
Marlin Equity Partners	Llc Peter Spasov	2121 Rosecrans Ave	Ste 2370	El Segundo	CA	90245	
Mgi Coutier Sa Andre Coutier		975 Route Des Burgondes	33 4 50 56 95 33	Champfromier		01410	Fance
Minda Huf Ltd		Vinit Bansal D 6 11 Sector 59	Noida	Uttar Pradesh		201301	India
Moser Baer India Limited	Gagan Vermani 43 B	Phase 3	Okhla Industrial Estate	New Delhi		110020	India
Norfolk Southern Corporation		Three Commercial Place		Norfolk	VA	23510-9241	
Oak Hill Advisors	Lp Bhavin Shah	65 E 55th St	32nd Fl	New York	NY	10022	
Performance Holdings Group	Jim Bardia	71 North Greenwich St		Armonke	NY	10504	
Plastech Engineered Products	Inc Rich Miller	835 Mason Ave		Dearborn	MI	48124	
Polytec Group	Friedrich Huemer	Linzer Strasse 50	Hoersching			04063	Austria
Siemens Vdo Automotive Corporation	David J Royce	2400 Executive Hills Blvd		Auburn Hills	MI	48326	
Sumitomo Corporation Europe Ltd		Kimihiko Sato Vintners Place	68 Upper Thames St	London		EC4V 3BJ 44	UK
Sun Capital Partners Group Iv	Inc Gary M Talarico	375 Pk Ave	Ste 1302	New York	NY	10152	
Supplier Development Systems	Jeannie Thrower	138 Mtn Brook Dr Ste 2		Springville	AL	35146	
Tata Motors Ltd Mp Chugh Bombay House		24 Homi Mody St	Mumbai	Maharashtra		400001	India

CREDITORNAME	CREDITORTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Texas Pacific Group	Marshall Haines	301 Commerce St	Ste 3300	Fort Worth	TX	76102	
The Intec Group	Inc Steve Perlman	666 South Vermont St		Palatine	IL	60067	
Thomas H Lee Partners	Lp Tony Dinovi	100 Federal St 35th Fl	Ste 3500	Boston	MA	02110	
Tmb Industries	Tim Masek	980 N Michigan Ave	Ste 1900	Chicago	IL	60611	

Pg 50 of 236
Delphi Corporation
Special Parties

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	CITY	STATE	ZIP	COUNTRY
General Electric Capital Corporation		3000 Lakeside Dr Ste 200n	Bannockburn	IL	60015	
Jpmorgan Chase Bank Na As Administrative Agent	Lien Perfection Unit	PO Box 2558	Houston	TX	77252	
Lakeside Plastics Limited		3786 N Talbot Rd Plt 1 Rr1	Old Castle	ON	N0R1L0	Canada
Mercedes Benz Us International Inc		1 Mercedes Dr	Vance	AL	35490	
Oec Usa Inc		5450 North Cumberland	Chicago	IL	06056	
Omega Tool Corporation		2045 Solar Crescent	Tecumseh	ON	N0R1L0	Canada
Plastic Plate Inc		3500 Raleigh Se	Kentwood	MI	49512	
Trutron Corporation		274 Executive Dr	Troy	MI	48083	
Unique Tool & Gauge Inc		1505 Moro Rr 1	Windsor	ON	N9A 6J3	Canada
Valiant Tool & Mold Inc		6775 Hawthorne Dr	Windsor	ON	N8T3Q9	Canada
Windsor Mold Inc		444 Hanna	Windsor	ON	N8X 2N4	Canada
Wittmann Inc		One Technology Pk	Torrington	CT	06790	

Name	Notice Name	Address1	Address2	City	State	Zip
Adair Co Mo	Adair Co Collector	County Courthouse	106 W Washington St	Kirksville	MO	63501
Adams County In	Adams County Treasurer	313 W Jefferson St		Decatur	IN	46733
Addison Village Of	Treasurer	211 N Steer St		Addison	MI	49220
Adrian City Of Lenawee	Treasurers Office	100 E Church St		Adrian	MI	49221
Aiken Co Sc	Aiken Co Tax Treasurer	PO Box 636		Aiken	SC	29802
Alabama Department Of Revenue	Business Privilege Tax Unit	PO Box 327431		Montgomery	AL	36132-7431
Alabama Department Of Revenue	Individual & Corporate Tax Division	Corporate Income Section	PO Box 327430	Montgomery	AL	36132-7430
Alabama Dept Of Revenue	Sales Use & Business Tax Division	PO Box 327710		Montgomery	AL	36132
Alabama Etowah County	Sales Tax Division Lgrec Inc	PO Box 1324		Hartselle	AL	35640
Alameda County Tax Collector		1221 Oak St Room 131		Oakland	CA	94612
Alatax		PO Box 830725		Birmingham	AL	35683
Alief Isd Tx	Alief Isd Tax Office	14051 Bellaire Blvd		Houston	TX	77803
Allen County Treasurer		One East Main St Room 100		Fort Wayne	IN	46801-2540
Allen County Treasurer		PO Box 123		Lima	OH	45802
Allen County In	Treasurer Of Allen County	PO Box 2540		Fort Wayne	IN	46801
Alma City Of Gratiot		525 E Superior St	Box 278	Alma	MI	48801
Anderson Co Sc	Anderson Co Treasurer	PO Box 8002		Anderson	SC	29622
Anderson Co Tn	Anderson County Trustee	101 N Main St	Room 203	Clinton	TN	37716
Angelina Co Tx	Angelina Co Tax Assessor Collector	PO Box 1344		Lufkin	TX	75902
Angelina County	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Annual Report Processing Center	Secretary Of State North Dakota	600 E Blvd Ave Dept 108	PO Box 5513	Bismarck	ND	58506-5513
Arizona Corporation Commission	C/o Annual Reports	Corporations Division	1300 W Washington	Phoenix	AZ	85007-2929
Arizona Department Of Revenue		PO Box 29079		Phoenix	AZ	85038-9079
Arkansas Secretary Of State	Business And Commercial Services	PO Box 8014		Little Rock	AR	72203-8014
Ashtabula County Treasurer		25 W Jefferson St		Jefferson	OH	44047
Autauga County Al	Autauga County Revenue Commissioner	218 North Court St		Prattville	AL	36067
Baldwin County Al	Baldwin County Revenue Commissioner	PO Box 1549		Bay Minette	AL	36507
Bangor Twp Bay	Treasurer	180 State Pk Dr		Bay City	MI	48706
Bartholomew County In	Bartholomew County Treasurer	PO Box 1986		Columbus	IN	47202
Bay City City Of Bay	Treasurer	301 Washington Ave		Bay City	MI	48708
Bay County Tax Collector	Co Jerry W Gerde Esq	239 E 4th St		Panama City	FL	32401
Bd Of Ed South Western City Sch Dst	Treasurer	3805 Marlane Dr		Grove City	OH	43123
Bedford Co Tn	Bedford County Trustee	102 North Side Square		Shelbyville	TN	37160
Ben Hill County Ga	Ben Hill County Tax Commissioner	PO Box 1393		Fitzgerald	GA	31750
Berkley City Of Oakland		3338 Coolidge Hwy		Berkley	MI	48072
Bexar Co Tx	Bexar Co Tax Assessor / Collector	PO Box 2903		San Antonio	TX	78299
Bexar County	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205
Blackford County In	Blackford County Treasurer	PO Box 453		Hartford City	IN	47348
Board Of County Commissioners Of Johnson County Kansas	Johnson County Legal Dept	Johnson County Admin Bldg	111 S Cherry St Ste 3200	Olathe	KS	66061-3441
Board Of Equalization		PO Box 942879		Sacramento	CA	94279

Name	Notice Name	Address1	Address2	City	State	Zip
Boone Co Ky	Boone County Sheriff	PO Box 198		Burlington	KY	41005
Boulder Co Co	Boulder County Treasurer	PO Box 471		Boulder	CO	80306
Boulder County Treasurer	Bob Hullinghorst	PO Box 471		Boulder	CO	80306
Bourbon Co Ky	Bourbon County Sheriff	301 Main St		Paris	KY	40361
Bowie Independent School District	Andrew Dylan Wood	Ray Wood & Bonilla Llp	PO Box 165001	Austin	TX	78716
Brevard County Tax Collector		PO Box 2020		Titusville	FL	32781
Brighton Twp Livingston	Treasurer	4363 Buno Rd		Brighton	MI	48114
Brighton City Of Livingston	Treasurer	200 N First St		Brighton	MI	48116
Brownsville Isd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35	PO Box 17428 7428	Austin	TX	78760-7428
Brownsville Isd Tx	Brownsville Isd Tax Office	PO Box 4050		Brownsville	TX	78523
Buena Vista Twp Saginaw	Buena Vista Twp Treasurer	1160 S Outer Dr		Saginaw	MI	48601
Bureau Of Customs Border Protection	Commisioner	Department Of Homeland Security	1300 Pennsylvania Ave Nw	Washington	DC	20229
Burkburnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307
Burkburnett Isd Tx	Burkburnett Isd Tax Office	PO Box 608		Burkburnett	TX	76364
Burton City Of Genesee	Treasurer	4303 S Ctr Rd		Burton	MI	48519
Butler Co Ky	Butler County Sheriff	PO Box 100		Morgantown	KY	42261
Butler Co Mo	Butler Co Courthouse	100 N Main		Poplar Bluff	MO	63901
Butler County Treasurer	Government Services Building	315 High St 10th Fl		Hamilton	OH	45011
Byron Twp Kent	Treasurer	8085 Byron Ctr Ave Sw		Byron Ctr	MI	49315
Cabarrus Co Nc	Cabarrus Co Tax Collector	65 Church St Se		Concord	NC	28026
California Secretary Of State	Statement Of Information Unit	PO Box 944230		Sacramento	CA	94244-2300
Cameron Co Tx	Cameron Co Tax Assessor/collector	PO Box 952		Brownsville	TX	78522
Cameron County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Campbell Co Va	County Of Campbell Treasurer	PO Box 37		Rustburg	VA	24588
Campbell County Treasurers Office		PO Box 37		Rustburg	VA	24588
Canada Border Service Agency	Mr Alain Jolicoeur	191 Laurier Ave West	15th Fl	Ottawa	ON	K1A 0L8
Canada Customs And Revenue Agency		275 Pope Rd Ste 103		Summerside Pe		C1N 6A2
Canton Twp	Treasurer	PO Box 87010		Canton	MI	48187
Carolyn P Bowers Montgomery County Trustee		PO Box 1005		Clarksville	TN	37041
Carrollton Farmers Branch Independent School District	Andrea Sheehan	Law Offices Of Robert E Luna P C	4411 N Central Expressway	Dallas	TX	75205
Carrollton Farmers Branch Isd Tx	School Tax Assessor / Collector	PO Box 110611		Carrollton	TX	75011
Cass County In	Cass County Treasurer	200 Court Pk		Logansport	IN	46947
Catawba Co Nc	Catawba Co Tax Collector	PO Box 368		Newton	NC	28658
Cca Municipal Income Tax		1701 Lakeside Ave		Cleveland	OH	44114-1179
Charter Township Of Brighton	Harris & Leterski	822 E Grand River		Brighton	MI	48116
Chelsea		305 S Main St	Ste 100	Chelsea	MI	48118
Cherokee Co Ga	Cherokee Bd Of Collector	100 North St		Canton	GA	30114
Chesterfield Co Sc	Chesterfield Co Tax Treasurer	PO Box 750		Chesterfield	SC	29709
Chris Hughes Okaloosa County Tax Collector	Philip A Bates Pa	PO Box 1390		Pensacola	FL	32591-1390

Name	Notice Name	Address1	Address2	City	State	Zip
Christian Co Ky	Christian County Sheriff	501 S Main St		Hopkinsville	KY	42240
Cincinnati Income Tax Division		805 Central Ave	Ste 600	Cincinnati	OH	45202-5756
City & County Of Denver Co	Treasury Division	144 W Colfax Ave / PO Box 17420		Denver	CO	80217
City And County Of Denver Treasury	Attn Karen Katros Bankruptcy Analys	Mcnichols Civic Ctr Bldg	144 W Colfax Ave Room 384	Denver	CO	80202-5391
City If Bristol Ct	City If Bristol Tax Collector	PO Box 1040		Bistol	CT	06011
City Income Tax	Room G 29	142 W Michigan Ave		Lansing	MI	48933-1697
City Of Akron Ohio	Income Tax Division	1 Cascade Plaza 11th Fl		Akron	OH	44308-1100
City Of Bowling Green Ky	Treasury Division	PO Box 430		Bowling Green	KY	42102-0430
City Of Brookhaven Ms	City Tax Collector	PO Box 560		Brookhaven	MS	39602
City Of Brownsville Tn	City Clerk	PO Box 375		Brownsville	TN	38012
City Of Chester Ct	City Of Chester Tax Collector	PO Box 314		Chester	CT	06412
City Of Clinton Tn	Clinton City Recorder	100 Bowling St	City Hall	Clinton	TN	37716
City Of Columbia		707 N Main St		Columbia	TN	38401
City Of Columbia Ms	City Of Columbia Tax Office	201 2nd St		Columbia	MS	39429
City Of Coopersville	Law Weathers & Richardson Pc	333 Bridge St Ste 800		Grand Rapids	MI	49504
City Of Dayton	Attn Tax Collections	City Of Dayton Finance Department	101 W Third St	Dayton	OH	45402
City Of Dayton	Department Of Finance	Division Of Revenue & Taxation	PO Box 1830	Dayton	OH	45401-1830
City Of Dayton Income Tax		PO Box 2806		Dayton	OH	45401-2806
City Of Dearborn	James J Oconnor Treasurer	City Hall	13615 Michigan Ave	Dearborn Michigan		
City Of Derby Ct	City Of Derby	35 5th St	City Hall	Derby	CT	06418
City Of Dry Ridge Ky	City Of Dry Ridge	PO Box 145	31 Broadway	Dry Ridge	KY	41035
City Of Dunn Nc	City Of Dunn Tax Collector	PO Box 1107		Dunn	NC	28335
City Of El Paso	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205
City Of Fitzgerald Ga	City Of Fitzgerald	Minicipal Building	116 N Johnston St	Fitzgerald	GA	31750
City Of Flint	Douglas Bingaman	1101 S Saginaw St		Flint	MI	48502
City Of Flint Eft	Douglas M Philpott	503 S Saginaw St Ste 1415		Flint	MI	48502
City Of Franklin	Tax Collector	PO Box 705		Franklin	TN	37065
City Of Franklin Tn	City Of Franklin	Property Tax Office	109 3rd Ave S Ste 143	Franklin	TN	37064
City Of Gallatin Tn	Gallatin City Recorder	132 W Main St	Room 111	Gallatin	TN	37066
City Of Germantown Tn	City Of Germantown	PO Box 38809		Germantown	TN	38183
City Of Gordonsville Tennessee	Jamie D Winkler Esq Bellar & Winkler	212 Main St N	PO Box 332	Carthage	TN	37030
City Of Gordonsville Tn	Gordonsville City Clerk	PO Box 357	105 S Main St	Gordonsville	TN	38563
City Of Harlingen	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
City Of Harlingen Tx	Harlingen Tax Office	305 E Jackson Ste 102	PO Box 1343	Harlingen	TX	78551
City Of Hazlehurst Ms	City Of Hazlehurst Tax Office	PO Box 314		Hazlehurst	MS	39083
City Of Henderson Ky	City Of Henderson Collector	PO Box 716		Henderson	KY	42419
City Of Hendersonville Tn	City Of Hendersonville	Property Tax Collector	One Executive Pk Dr	Hendersonville	TN	37075
City Of Jasper Ga	City Of Jasper Tax Dept	200 Burnt Mountain Rd		Jasper	GA	30143
City Of Kettering Tax Division		PO Box 293100		Kettering	OH	45429-9100
City Of Knoxville Tn	City Of Knoxville	PO Box 59031		Knoxville	TN	37950

Name	Notice Name	Address1	Address2	City	State	Zip
City Of Lake City	City Of Lake City Tax Dept	5455 Jonesboro Rd		Lake City	GA	30260
City Of Laredo	C O Laura L Gomez	212 Flores Ave		Laredo	TX	78040
City Of Laredo Tx	City Of Laredo Tax Assessor	/ Collector	PO Box 6548	Laredo	TX	78042
City Of Lebanon Tn	Commissioner Of Finance	200 Castle Heights Ave		Lebanon	TN	37087
City Of Lockport Ny	City Of Lockport	1 Locks Plaza		Lockport	NY	14094
City Of Lordstown Ohio		1455 Salt Springs Rd		Warren	OH	44481
City Of Lynchburg Va	City Of Lynchburg	PO Box 9000		Lynchburg	VA	24505
City Of Mcallen Tx	City Of Mcallen Tax Office	PO Box 3786		Mcallen	TX	78502
City Of Monroe Mo	City Of Monroe City	PO Box 67		Monroe	MO	63456
City Of Moraine	Department Of Taxation	4200 Dryden Rd		Moraine	OH	45439-1495
City Of N Kansas Mo	City Hall / City Collector	PO Box 7468	2010 Howell St	N Kansas City	MO	64116
City Of Naugatuck Ct	City Of Naugatuck Tax Collector	229 Church St		Naugatuck	CT	06770
City Of New Brunswick Nj	City Of New Brunswick	78 Bayard St		New Brunswick	NJ	08901
City Of North Kansas City		2010 Howell St		North Kansas City	MO	64116
City Of Norwich Ct	City Of Norwich Tax Collector	100 Broadway		Norwich	CT	06360
City Of Oak Creek Wi	City Of Oak Creek	8640 S Howell Ave		Oak Creek	WI	53154
City Of Poplar Bluff Mo	City Of Poplar Bluff Mo	191 Oak St		Poplar Bluff	MO	63901
City Of Portland		111 Sw Columbia St	Ste 600	Portland	OR	97201-5840
City Of Portland Tn	Portland Tax Collector	100 S Russell		Portland	TN	37148
City Of Pulaski		PO Box 633		Pulaski	TN	38478
City Of Radford Va	Treasurer City Of Radford	619 2nd St	Room 164	Radford	VA	24141
City Of Rochester Ny	City Of Rochester Treasurer	30 Church St		Rochester	NY	14614
City Of San Marcos	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
City Of Selmer Tn	City Tax Collector	144 N 2nd St		Selmer	TN	38375
City Of Shelbyville Tn	Shelbyville Treasurer	201 N Spring St		Shelbyville	TN	37160
City Of Southington Ct	City Of Southington Tax Collector	PO Box 579		Southington	CT	06489
City Of Toledo	Division Of Taxation	One Government Ctr Ste 2070		Toledo	OH	43604-2280
City Of Torrington Ct	City Of Torrington Tax Collector	PO Box 839		Torrington	CT	06790
City Of Tuscaloosa	Revenue Dept	PO Box 2089		Tuscaloosa	AL	35603
City Of Vandalia		333 James E Bohanan Memorial Dr		Vandalia	OH	45377
City Of Walker	Income Tax Administrator	PO Box 153		Grand Rapids	MI	49501-0153
City Of Warren Income Tax		PO Box 230		Warren	OH	44482
City Of Waterbury Ct	City Of Waterbury Tax Collector	PO Box 2556		Waterbury	CT	06723
City Of Watertown Ct	City Of Watertown Tax Collector	PO Box 224		Watertown	CT	06795
City Of Wentzville Mo	City Collector	310 W Pearce Blvd		Wentzville	MO	63385
City Of Wichita Falls Tx	Director Of Finance	City Of Wichita Falls	PO Box 1431	Wichita Falls	TX	76307
Clark Co Nv	Clark County Assessor	500 S Grand Central Pkwy	PO Box 551401	Las Vegas	NV	89155
Clark Co Wa	Clark County Treasurer	PO Box 9808		Vancouver	WA	98666
Clark County Treasurer		31 N Limestone St	PO Box 1305	Springfield	OH	45502
Clark County Ar	Clark County Courthouse	401 Clay St		Arkadelphia	AR	71923
Clay Co Mo	Clay County Collector	PO Box 219808		Kansas City	MO	64121
Clayton County Ga	Clayton County Tax Commissioner	121 S Mcdonough St	Courthouse Annex 3 2nd Fl	Jonesboro	GA	30236

Name	Notice Name	Address1	Address2	City	State	Zip
Cleveland Co Nc	Cleveland Co Tax Collector	PO Box 370		Shelby	NC	28151
Clinton City Recorder		100 Bowling St City Hall		Clinton	TN	37716
Clinton County In	Clinton County Treasurer	220 Courthouse Sq		Frankfort	IN	46041
Clio City Of Genesee	City Treasurer	505 W Vienna St		Clio	MI	48420
Cobb County Ga	Cobb County Tax Commissioner	100 Cherokee St	Ste 250	Marietta	GA	30090
Collector Of Revenue		41 S Central Ave		Clayton	MO	63105
Collin Co Tx	Collin Co Tax Assessor / Collector	PO Box 8006		Mckinney	TX	75070
Collin County Tax	Gay McCall Isaacks Et Al	777 E 15th St		Plano	TX	75074
Colorado Department Of Revenue				Denver	CO	80261-0006
Columbiana County Treasurer		PO Box 469		Lisbon	OH	44432-1255
Comal Co Tx	Comal Co Tax Assessor / Collector	311445		New Braunfels	TX	78131
Commissioner Of Revenue Services	Department Of Revenue Services	PO Box 2936		Hartford	CT	06104-2936
Commonwealth Of Kentucky Department Of Revenue	Wendy L Stephens Kentucky Department Of Revenue	100 Fair Oaks 5th Fl	PO Box 491	Frankfort	KY	40602-0491
Commonwealth Of Massachusetts Department Of Revenue	Anne Chan	Bankruptcy Unit Mdor	PO Box 9564	Boston	MA	02114-9564
Comptroller Of Maryland		Revenue Administration Division		Annapolis	MD	21411-0001
Comptroller Of Public Accounts	Texas Sales & Use Tax Division	111 E 17th St		Austin	TX	78774
Connecticut Department Of Revenue Services	C&e Division Bankruptcy Section	25 Sigourney St		Hartford	CT	06106-5032
Connecticut Secretary Of State	Document Review	30 Trinity St PO Box 150470		Hartford	CT	06106-0470
Contra Costa County Collector		PO Box 631		Martinez	CA	94553
Coopersville City Of Ottawa		289 Danforth St		Coopersville	MI	49404
Copiah County	Tax Collector	PO Box 705		Hazlehurst	MS	39083
Corporation Income Tax Section		PO Box 919		Little Rock	AR	72203-0919
Corporation Tax Return Processing	Iowa Department Of Revenue	PO Box 10468		Des Moines	IA	50306-0468
County Of Comal	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of Denton		5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of Hays	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755
County Of San Bernardino	Office Of The Tax Collector	172 W 3rd St		San Bernardino	CA	92415
County Of Santa Clara	Tax Collector	County Government Ctr E Wing	70 W Hedding St	San Jose	CA	95110
County Of Tuscaloosa	Use Tax Return	PO Box 20738		Tuscaloosa	AL	35402
Crawford County Treasurer		PO Box 565		Bucyrus	OH	44820
Customs Counsel Us & Canada	Chet Wilson Delphi Corporation	5825 Delphi Dr	M/c 480 410 228	Troy	MI	48098
Cuyahoga County Treasurer		1219 Ontario St Rm 112		Cleveland	OH	44113-1697
Cypress Fairbanks Isd	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Dallas County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Dallas County Tx	Dallas County Tax Assessor	/ Collector	500 Elm St	Dallas	TX	75202
Darke County Treasurer		504 S Broadway		Greenville	OH	45331
Davidson Co Tn	Davidson County Trustee	800 2nd Ave N	Ste 2	Nashville	TN	37201
Daviess Co Ky	Daviess County Sheriff	212 St Ann St		Owensboro	KY	42303
Dc Office Of Tax & Revenue	Corporation Estimated Franchise Tax	PO Box 96019		Washington	DC	20090-6019
Dc Office Of Tax & Revenue		6th Fl 941 North Capitol St Ne		Washington	DC	20002-4265

Name	Notice Name	Address1	Address2	City	State	Zip
Dc Treasurer	Dept Of Consumer And Regulatory Affairs Business & Professional	Licensing Admin PO Box 92300	Corporations Division PO Box 92300	Washington	DC	20090
Dearborn Countyin	Dearborn County Treasurer	215b W High St	New Adminstration Bldg	Lawrenceburg	IN	47025
Dearborn City Of Wayne		PO Box 4000		Dearborn	MI	48126
Dekalb County Al	Dekalb County Revenue Commissioner	206 Grand Ave Sw		Fort Payne	AL	35967
Dekalb County In	Dekalb County Treasurer	100 S Main St Courthouse		Auburn	IN	46706
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015-1799
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305
Delaware Division Of Revenue		PO Box 8719		Wilmington	DE	19899-8719
Delaware Division Of Revenue		PO Box 8751		Wilmington	DE	19899-8751
Delta Twp Eaton	Treasurer	7710 W Saginaw Hwy		Lansing	MI	48917
Denton Co Tx	Denton Co Tax Assessor/collector	PO Box 1249		Denton	TX	76202
Department Of Licensing		PO Box 9048		Olympia	WA	98507-9048
Department Of Revenue Services		PO Box 2974		Hartford	CT	06104-2974
Department Of The Treasury Internal Revenue Service	Internal Revenue Service	290 Broadway 5th Fl		New York	NY	10007
Detroit City Income Tax		2 Woodward	Room B 3	Detroit	MI	48226
Detroit City Of Wayne	Department 268301	City Of Detroit Property Tax	PO Box 55000	Detroit	MI	48255
Director Department	Office Of The Illinois State Treasu	1 West Old State Capitol Plaza		Springfield	IL	62701
Director Of Finance	City Of Elizabethtown	PO Box 550		Elizabethtown	KY	42702-0550
Division Of Corporations	Annual Report Section	PO Box 6850		Tallahassee	FL	32314
Division Of Corporations	Nys Department Of State	41 State St		Albany	NY	12231-0002
Donetta Davidson Secretary Of State	Department Of State	1560 Broadway Ste 200		Denver	CO	80202
Doug Belden Hillsborough County Tax Collector	Attn Doug Belden	601 E Kennedy Blvd 14th Fl		Tampa	FL	33602
Dubois County In	Dubois County Treasurer	1 Courthouse Sq		Jasper	IN	47546
Dyer Co Tn	Dyer County Trustee	PO Box 1360	Courthouse	Dyersburg	TN	38025
Dyer County Trustee	C O J Michael Gauldin	PO Box 220		Dyersburg	TN	38025
East Tawas City Of	Treasurer	760 Newman	PO Box 672	East Tawas	MI	48730
Edgefield Co Sc	Edgefield Co Treasurer	PO Box 22		Edgefield	SC	29824
El Paso County Tx	El Paso Co Tax Assessor /collector	PO Box 313		El Paso	TX	79999
Elkhart County In	Elkhart County Treasurer	117 N 2nd St	Room 201	Goshen	IN	46526
Erie County Treasurer		247 Columbus		Sandusky	OH	44870
Essexville City Of Bay				Essexville	MI	
Etowah County Al	Etowah County Revenue Commissioner	800 Forrest Ave	Room G 15	Gadsden	AL	35901
Fairfield County Treasurer		210 East Main St	Room 206	Lancaster	OH	43130
Fayette County Ga	Fayette County Tax Commissioner	PO Box 70		Fayetteville	GA	30214
Fayette County In	Fayette County Treasurer	Courthouse		Connersville	IN	47331
Fenton City Of	Treasurer	301 S Leroy St		Fenton	MI	48430
Finanzamt Bonn Innenstadt		Welschnonnenstr 15		Bonn		53111
Flint Charter Twp	Treasurer	1490 S Dye Rd		Flint	MI	48532
Flint City Of Genesee	Treasurer	PO Box 2056		Flint	MI	48501
Florida Department Of Revenue		5050 W Tennessee St		Tallahassee	FL	32399
Florida Department Of State	Division Of Corporations	PO Box 6478		Tallahassee	FL	32314

Name	Notice Name	Address1	Address2	City	State	Zip
Forrest Butch Freeman Oklahoma County Treasurer		320 Robert S Kerr Rm 307		Oklahoma City	OK	73102
Forsyth Twp Marquette				Gwinn	MI	
Franchise Tax Board		PO Box 942857		Sacramento	CA	94257-0500
Franklin Co Mo	Franklin Co Collector	300 E Main St	Room 103	Union	MO	63084
Franklin County Ohio Treasurer		373 S High St 17th Fl		Columbus	OH	43215
Fulton County Ga	Fulton County Tax Commissioner	PO Box 105052		Atlanta	GA	30348
Fulton County In	Fulton County Treasurer	125 E 9th St		Rochester	IN	46975
Gaston Co Nc	Gaston Co Tax Collector	Drawer M		Gaston	NC	27832
Genesee Twp/genesee Co Genesee	Treasurer	7244 N Genesee Rd		Genesee	MI	48437
Georgia Department Of Revenue	Department Of Revenue Compliance Division	Bankruptcy Section	PO Box 161108	Atlanta	GA	30321
Georgia Income Tax Division		PO Box 49432		Atlanta	GA	30359-1432
Gibson County In	Gibson County Treasurer	101 N Main St		Princeton	IN	47670
Giles Co Tn	Giles County Trustee	PO Box 678	Courthouse	Pulaski	TN	38478
Gleyn Twilla	City Tax Collector	425 W Court St		Dyersburg	TN	38024
Grand Blanc Twp Genesee		5371 S Saginaw St	Box 1833	Grand Blanc	MI	48480
Grand Rapids Income Tax Department		PO Box 347		Grand Rapids	MI	49501-0347
Grant Co Ky	Grant County Sheriff	101 N Main St	Courthouse	Williamston	KY	41097
Grayson County	F R Young Jr Treasurer	PO Box 127		Independence	VA	24348
Green Oak Twp	Treasurer	10001 Silver Lake Rd		Brighton	MI	48116
Greene Co Nc	Greene Co Tax Collector	229 Kingold Blvd	Ste B	Snow Hill	NC	28580
Greene Co Tn	Greene County Trustee	PO Box 115		Greeneville	TN	37744
Greenwood Co Sc	Greenwood Co Tax Treasurer	528 Monument St	R 101	Greenwood	SC	29646
Guilford Co Nc	Guilford Co Tax Dept	PO Box 3328		Greensboro	NC	27402
Gwinnett Co Ga	Gwinnett Bd Of Collector	75 Langley Dr		Lawrenceville	GA	30045
Habersham County Ga	Habersham County Tax Commissioner	555 Monroe St	Unit 25	Clarksville	GA	30523
Hamilton Co Tn	Hamilton County Trustee	210 7th St	Room 210	Chattanooga	TN	37402
Hamilton County Treasurer		138 E Court St	Room 408	Cincinnati	OH	45202
Hamilton County In	Hamilton County Treasurer	33 N 9th St 112	Old Courthouse	Noblesville	IN	46060
Hardin Co Ky	Hardin County Sheriff	100 Public Square	Ste 101	Elizabethtown	KY	42701
Harlingen Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Harnett Co Nc	Harnett Co Tax Collector	Po 58509		Charlotte	NC	28258
Harris Co Tx	Harris Co Tax Assessor / Collector	PO Box 4622		Houston	TX	77210
Harris County City Of Houston	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064
Hawes Twp	Treasurer	1369 N Gehres Rd		Lincoln	MI	48742
Hawkins Co Tn	Hawkins County Trustee	110 E Main St	Room 203	Rogersville	TN	37857
Hays Co Tx	Hays Co Tax Assessor / Collector	102 N Lbj Dr		San Marcos	TX	78666
Haywood Co Tn	Haywood County Trustee	Courthouse		Brownsville	TN	38012
Henderson Co Ky	Henderson County Sheriff	20 N Main St	Courthouse	Henderson	KY	42420
Hendricks County In	Hendricks County Treasurer	355 S Washington St	Ste 215	Danville	IN	46122
Henry County In	Henry County Treasurer	101 S Main St		New Castle	IN	47362
Hidalgo Co Tx	Hidalgo County Tax Assessor	/ Collector	PO Box 4290	Edinburg	TX	78540

Name	Notice Name	Address1	Address2	City	State	Zip
Hidalgo County	Diane W Sanders	Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741 PO Box 1742	Austin	TX	78760-7428
Hillsborough County Tax Collector		PO Box 172920		Tampa	FL	33602
Hinds Co Ms	Hinds Co Tax Collector	PO Box 1727		Jackson	MS	39215
Hinds County Tax Collector		PO Box 1727	Add Chg 1 08 04 Cp	Jackson	MS	39215-1727
Howard County Indiana	Michael K Mccrory	Barnes & Thornburg Llp	11 South Meridian St	Indianapolis	IN	46204
Howard County In	Howard County Treasurer	226 N Main St	2nd Fl	Kokomo	IN	46901
Huntington County In	Huntington County Treasurer	201 N Jefferson	Room 104	Huntington	IN	46750
Huron County Treasurer	Huron County Auditors Office	16 East Main St		Norwalk	OH	44857
Illinois Department Of Revenue		PO Box 19008		Springfield	IL	62794-9008
Illinois State Treasurer Unclaimed Property Div		PO Box 19496		Springfield	IL	62794-9496
Income Tax Office		PO Box 727	333 Je Bohanen Memorial Dr	Vandalia	OH	45377-0727
Income Tax Office		1315 S Washington		Saginaw	MI	48601
Indiana Department Of Revenue	Bankruptcy Section Room N 203	100 N Senate Ave		Indianapolis	IN	46204
Indiana Department Of Revenue		PO Box 7218		Indianapolis	IN	46207
Indiana Secretary Of State		302 W Washington St	Room E 018	Indianapolis	IN	46204
Indiana Secretary Of State		PO Box 7097		Indianapolis	IN	46207
Internal Revenue Service	Insolvency	290 Broadway 5th Fl		New York	NY	10007
Jackson Co Mo	Jackson County	Manager Of Finance	PO Box 219747	Kansas City	MO	64121
Jackson Co Ms	Jackson Co Tax Collector	Courthouse	PO Box 998	Pascagoula	MS	39567
Jackson County	Manager Of Finance	Collection Department	415 E 12th St	Kansas City	MO	64106-8401
Jasper County In	Jasper County Treasurer	115 W Washington St	Ste 201	Rensselaer	IN	47978
Jay County In	Jay County Treasurer	120 Court St		Poerland	IN	47371
Jefferson Co Ky	Jefferson County Sheriff	PO Box 70300		Louisville	KY	40270
Jennings County In	Jennings County Treasurer	Government Ctr	PO Box 368	Vernon	IN	47282
Jesse White Secretary Of State	Department Of Business Services	501 S 2nd St		Springfield	IL	62756-5510
Joe G Tedder Tax Collector		PO Box 1189		Bartow	FL	33830
Johnson Co Mo	Johnson Co Collector	300 N Holden	Ste 201	Warrensburg	MO	64039
Johnson County Treasurer Courthouse Annex		86 W Court St		Franklin	IN	46131
Johnson County In	Johnson County Treasurer	Courthouse Annex	86 W Court St	Franklin	IN	46131
Johnson County Ks	Johnson County Treasurer	111 S Cherry St	Ste 1500	Olathier	KS	66061
Johnston Co Nc	Johnston Co Tax Collector	PO Box 451		Smithfield	NC	27577
Jones Co Ms	Jones Co Tax Collector	PO Box 511		Laurel	MS	39441
Judy Pitts Revenue Commissioner Etowah County Alabama	Etowah County Courthouse	800 Forrest Ave Rm 5		Gadsden	AL	35901
Kansas Corporate Tax	Kansas Department Of Revenue	913 Sw Harrison St		Topeka	KS	66699-4000
Kansas Department Of Revenue	Sales Tax Division	915 Sw Harrison St		Topeka	KS	66625
Kansas Secretary Of State	Memorial Hall 1st Fl	120 S W 10th Ave		Topeka	KS	66612-1594
Ken Burton Jr Cfc	Tax Collector Manatee County	PO Box 25300		Bradenton	FL	34206-5300
Kentucky Department Of Revenue				Frankfurt	KY	40619-0007
Kentucky Revenue Cabinet				Frankfurt	KY	40620
Killam Development Ltd		PO Box 499		Laredo	TX	78042
King Co Wa	King County Tax Collector	500 4th Ave	Room 600	Seattle	WA	98104
King County Tax Collector Room 600		500 4th Ave		Seattle	WA	98104-2340
Knox Co Tn	Knox County Trustee	PO Box 70		Knoxville	TN	37901

Name	Notice Name	Address1	Address2	City	State	Zip
Knox County Trustee	Mike Lowe Knox Co Trustee C O Attorney	Hodges Doughty Carson Pllc	PO Box 869	Knoxville	TN	37901-0869
Kosciusko County In	Dean B Farmer	100 W Ctr St		Warsaw	IN	46580
Lagrange County In	Kosciusko County Treasurer	114 W Michigan St	Ste 4	Lagrange	IN	46761
Lake County Treasurer	Lagrange County Treasurer	105 Main St		Painesville	OH	44077
Lakeview Local Sch Dst Board Of Education	Treasurer	300 Hillman Dr		Cortland	OH	44410
Lansing City Of Eaton	Treasurer	1st Fl City Hall	124 W Michigan Ave	Lansing	MI	48933
Laporte County In	Laporte County Treasurer	813 Lincolnway Ste 205		Laporte	IN	46360-3491
Laporte County In	Laporte County Treasurer	PO Box J		Michigan City	IN	46361
Laurens Co Sc	Laurens Co Taxtreasurer	PO Box 1049		Laurens	SC	29360
Lawrence Co Ky	Lawrence County Sheriff	PO Box 38		Louisa	KY	41230
Lawrence County In	Lawrence County Treasurer	916 15th St	Ste 27	Bedford	IN	47421
Lee Co Nc	Lee Co Tax Collector	PO Box 1968		Sanford	NC	27331
Lexington Fayette Urban County Government Ky	Lexington Fayette	Urban County Government	PO Box 1333	Lexington	KY	40588
Lexington Co Sc	Lexington Co Treasurer	Dept Of Treasurer	PO Box 3000	Lexington	SC	29071
Lexington County		212 S Lake Dr		Lexington	SC	29072
Limestone County Revenue Commissioner		100 S Clinton St Ste A		Athens	AL	35611
Limestone County Al	Limestone County Revenue Commissioner	200 W Washington St	County Courthouse 2nd Fl	Athens	AL	35611
Lincoln Co Ms	Lincoln County Tax Collector	301 South 1st St	Room 109	Brookhaven	MS	39601
Lincoln County Tax		301 South 1st Room 109		Brookhaven	MS	39601
Lockport City School District Ny	Lockport City School District	School Tax Collector	1 Locks Plaza	Lockport	NY	14094
Logan Co Ky	Logan County Sheriff	PO Box 113		Russellville	KY	42276
Logan County Treasurer		100 South Maderiver St	Room 104	Bellefontaine	OH	43311
Logan County Ar	Logan County Tax Collector	Logan County Courthouse	25 West Walnut	Paris	AR	72855
Lorain County Treasurer		226 Middle Ave		Elyria	OH	44035
Los Angeles County Collector		PO Box 54027		Los Angeles	CA	90054
Los Angeles County Treasurer And Tax Collector	Revenue And Enforcement	PO Box 54110		Los Angeles	CA	
Louisiana Department Of Revenue	Eft Processing	PO Box 4018		Baton Rouge	LA	70821-4018
Louisiana Secretary Of State	Commercial Division	PO Box 94125		Baton Rouge	LA	70804-9125
Louisville Jefferson County Metro Government	Jefferson County Attorneys Office	Fiscal Court Building	531 Court Pl Ste 1001	Louisville	KY	40202
Lowndes C Ms	Lowndes Co Tax Collector	PO Box 1077		Columbus	MS	39703
Lubbock Central Appraisal District	Laura J Monroe	Perdue Brandon Fielder Collins & Mo	PO Box 817	Lubbock	TX	79408-0817
Lubbock Co Tx	Lubbock Co Tax Assessor /collector	PO Box 10568		Lubbock	TX	79408
Lucas County Treasurer		One Government Ctr 500		Toledo	OH	43604
Lula Lunsford Huff Muscogee County Tax Commissioner	Tax Commissioner	PO Box 1441		Columbus	GA	31902-1441
Lumpkin Co Ga	Lumpkin Bd Of Collector	99 Courthouse Hill		Dahlonega	GA	30533
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	95808
Macon Co Nc	Macon Co Tax Collector	5 West St		Franklin	NC	28734
Madison Co Ky	Madison County Sheriff	101 West Main St		Richmond	KY	40475
Madison Co Ms	Madison Co Tax Collector	PO Box 113		Canton	MS	39046

Name	Notice Name	Address1	Address2	City	State	Zip
Madison Co Tn	Madison County Trustee	100 E Main	Rm 107	Jackson	TN	38301
Madison County Indiana Treasurer	C O Thomas M Beeman	33 W 10th St Ste 200		Anderson	IN	46016
Madison County Al	Madison County Collector	100 Northside Square	County Courthouse	Huntsville	AL	35801
Madison County In	Madison County Treasurer	16 E 9th St		Anderson	IN	46016
Madison Heights City Of Oakland		300 W 13 Mile Rd		Madison Heights	MI	48071
Madison Twp Lenawee	Lenawee County Treasurer	301 N Main St Old Courthouse		Adrian	MI	49221
Manager Of Finance	Jackson County Manager Of Finance	Bankruptcy 415 E 12th St		Kansas City	MO	64106
Manatee Tax County Collector		PO Box 25300		Sarasota	FL	25300
Maricopa Co Az	Maricopa County Treasurer	PO Box 78574		Phoenix	AZ	85062
Maricopa County Treasurers Office	Barbara Lee Caldwell	Herbert Schenk Pc	4742 N 24th St Ste 100	Phoenix	AZ	85016
Marion Co Treasurer		PO Box 275		Marion	SC	29571
Marion Co Ky	Marion County Sheriff	102 W Main St	Courthouse	Lebanon	KY	40033
Marion Co Ms	Marion Co Tax Collector	250 Board St	Ste 3	Columbia	MS	39429
Marion Co Sc	Marion Co Tax Treasurer	PO Box 275		Marion	SC	29571
Marion County In	Marion County Treasurer	200 E Washington St Rm 1001		Indianapolis	IN	46204
Marion County Tax Collector		PO Box 970		Ocala	FL	34478-0970
Marshall County Al	Marshall County Revenue Commissioner	Marshall County Courthouse	424 Blount Ave Ste 124	Guntersville	AL	35976
Marshall County In	Marshall County Treasurer	112 W Jefferson St	Room 206	Plymouth	IN	46563
Massachusetts Department Of Revenue		PO Box 7025		Boston	MA	02204
Mathews Local School District		4434 B Warren Sharon Rd		Vienna	OH	44473
Maury Co Tn	Maury County Trustee	One Public Square		Columbia	TN	38401
Maury County Trustee		One Public Square		Columbia	TN	38401
Mcdonald County Collector Cloteel Atkins		Box 725		Pineville	MO	64856
Mcnairy Co Tn	Mcnairy County Trustee	Courthouse		Selmer	TN	38375
Medina County Treasurer		144 N Broadway St		Medina	OH	44256
Metropolitan Trustee Tn	Metropolitan Trustee	PO Box 305012		Nashville	TN	37230
Miami County Treasurer		201 W Main St	Safety Building	Troy	OH	45373-3263
Miami Dade County Tax Collector	C O Metro Dade County Paralegal Uni	140 W Flagler St Ste 1403		Miami	FL	33130
Mich Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30768	Lansing	MI	48909
Michigan Department Of Treasury		PO Box 30059		Lansing	MI	48909
Michigan Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30702	Lansing	MI	48909
Milford Township	Milford Township Treasurer	1100 Atlantic		Milford	MI	48381
Minnesota Department Of Revenue	Corporate Estimated Tax	Mail Station 1260		St Paul	MN	55145-1260
Minnesota Revenue		Mail Station 1250		St Paul	MN	55145-1250
Mississippi Corporate Tax Division		PO Box 1033		Jackson	MS	39215-1033
Mississippi State Tax Commission	Bankruptcy Section	PO Box 23338		Jackson	MS	39225-3338
Mississippi Tax Commission	Use Tax Return	PO Box 960		Jackson	MS	39205
Missouri Department Of Revenue		PO Box 700		Jefferson City	MO	65105-0700
Monitor Township Treasurer		2483 Midland Rd		Bay City	MI	48706
Monitor Twp	Treasurer	2483 Midland Rd		Bay City	MI	48706
Monroe Co Mo	Monroe Co Collector	300 N Main	PO Box 245	Paris	MO	65275
Monroe Co Ny	Monroe County Treasurer	PO Box 14420		Rochester	NY	14614
Monroe County Treasurer		101 N Main St	Room 21	Woodsfield	OH	43793

Name	Notice Name	Address1	Address2	City	State	Zip
Monroe County In	Monroe County Treasurer	Courthouse Room 204		Bloomington	IN	47404
Montague Co Tx	Montague Co Tax Assessor Collector	PO Box 8		Montague	TX	76251
Montague County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Montgomery Co Tn	Montgomery County Trustees Office	350 Pageant Ln	Ste 101 A	Clarksville	TN	37041
Montgomery Co Tx	Montgomery Co Tax Assessor / Collector	PO Box 201582	PO Box 2233	Houston	TX	77216
Montgomery Co Va	County Of Montgomery	755 Roanoke St	Ste 1b	Christianburg	VA	24073
Montgomery County	John P Dillman	Linebarger Goggan Blair & Sampson	PO Box 3064	Houston	TX	77253-3064
Montgomery County Treasurer		451 W Third St		Dayton	OH	45422-0476
Montgomery County Treasurer		PO Box 817600		Dayton	OH	45481
Montgomery County Treasurer		PO Box 972		Dayton	OH	45422-0475
Montgomery County Al	Montgomery County Collector	PO Box 1667		Montgomery	AL	36102
Morgan County Revenue Commissioner	Amanda G Scott Cpa	PO Box 696		Decatur	AL	35602
Morgan County Al	Morgan County Tax Collector	PO Box 696		Decatur	AL	35602
Muscogee County Ga	Muscogee County Tax Commissioner	PO Box 1441		Columbus	GA	31902
Nacogdoches Co Tx	Nacogdoches C Tax Assessor	/ Collector	216 W Hospital St	Nacogdoches	TX	75961
Nacogdoches County Cad		220 W Hospital St		Nacogdoches	TX	75963-1668
Nebraska Department Of Revenue	Attn Bankruptcy Unit	PO Box 94818		Lincoln	NE	68509-4818
Nemaha County Treasurer		607 Nemaha	PO Box 233	Seneca	KS	66538
Nemaha County Ks	Nemaha County Treasurer	607 Nemaha St	PO Box 233	Seneca	KS	66538
Nevada Legal Press		3301 S Malibou Ave		Pahrump	NV	89048-6489
New Hampshire Department Of State	Annual Reports	PO Box 9529		Manchester	NH	03108-9529
New Jersey Sales Tax	Division Of Taxation	PO Box 999		Trenton	NJ	08646
New Mexico Taxation & Revenue Dept	Corporate Income & Franchise Tax	PO Box 25127		Santa Fe	NM	87504-5127
New York State Department Of Taxation And Finance	Bankruptcy Section	PO Box 5300		Albany	NY	12205-0300
New York State Sales Tax Processing		PO Box 1208		New York	NY	10116
Newton Co Ms	Newton Co Tax Collector	PO Box 7		Decatur	MS	39327
Newton County In	Newton County Treasurer	Courthouse		Kentland	IN	47951
Nh Dept Of Revenue Administration	Document Processing Division	PO Box 637		Concord	NH	03302-0637
Niles City Income Tax Department		34 W State St		Niles	OH	44446
Nj Department Of Treasury Unclaimed Property		PO Box 214		Trenton	NJ	08646-0214
Noble County In	Noble County Treasurer	101 N Orange St		Albion	IN	46701
North Carolina Dept Of Revenue		PO Box 25000		Raleigh	NC	27640-0500
North Carolina Secretary Of State	Corporations Division	PO Box 29525		Raleigh	NC	27626-0525
North Muskegon City Of Muskegon		1502 Ruddiman Dr		North Muskegon	MI	49445
Novi City Of Oakland	Tax Collection Processing	Drawer 3050	PO Box 79001	Detroit	MI	48279
Nueces Co Tx	Nueces Co Tax Assessor / Collector	PO Box 2810		Corpus Christi	TX	78403
Nueces County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Nys Corporation Tax	Processing Unit	PO Box 22038		Albany	NY	12201-2038
Nys Estimated Corporation Tax	Processing Unit	PO Box 22109		Albany	NY	12201-2109

Name	Notice Name	Address1	Address2	City	State	Zip
Oak Park City Of Oakland	City Treasurer	13600 Oak Pk Blvd		Oak Pk	MI	48237
Oconee Co Sc	Oconee Co Tax Treasurer	PO Box 429		Walhalla	SC	29691
Office Of Secretary Of State	Annual Registration Filings	PO Box 23038		Columbus	GA	31902-3038
Office Of Tax & Revenue		PO Box 601		Washington	DC	20044-0601
Office Of Tax Commissioner		600 E Blvd Ave	Dept 127	Bismarck	ND	58505-0599
Ohio Department Of Revenue		PO Box 16561		Columbus	OH	43216
Ohio Department Of Taxation	Rebecca L Daum	30 E Broad St		Columbus	OH	43215
Ohio Department Of Taxation		PO Box 27		Columbus	OH	43216-0027
Ohio Department Of Taxation		PO Box 804		Columbus	OH	43216-0804
Ohio Treasurer Of State		PO Box 182101		Columbus	OH	43218-2101
Okaloosa County Tax Collector		PO Box 1029		Crestview	FL	32536
Oklahoma County Ok	Oklahoma County Treasurer	PO Box 268875		Oklahoma City	OK	73126
Oklahoma Secretary Of State		2300 N Lincoln Blvd Room 101		Oklahoma City	OK	73105-4897
Oklahoma Tax Commission		PO Box 26800		Oklahoma City	OK	73126-0800
Orange County Collector		PO Box 1982		Santa Ana	CA	92702
Orange County Treasurer Tax Collector		PO Box 1438		Santa Ana	CA	92702
Oregon Department Of Revenue		PO Box 14790		Salem	OR	97309-0470
Oregon Secretary Of State	Corporation Division	PO Box 4353		Portland	OR	97208-4353
Orion Twp Oakland		2525 Joslyn Rd		Lake Orion	MI	48360
Ottawa County Treasurer		315 Madison		Port Clinton	OH	43452
Oxford Twp Oakland	Treasurer	18 W Burdick St		Oxford	MI	48371
Pa Department Of Revenue	Bureau Of Corporation Taxes	Dept 280427		Harrisburg	PA	17128-0427
Palm Beach County Tax Collector	Tangible Personal Property	PO Box 3353		West Palm Beach	FL	33402
Palm Beach County Tax Collector		PO Box 3715		West Palm Beach	FL	33402-3715
Parker Co Tx		Parker Co Tax Assessor / Collector	1108 Santa Fe Dr	Weatherford	TX	76086
Pennsylvania Department Of Revenue	Bankruptcy Division	PO Box 280946		Harrisburg	PA	17128-0946
Peyton C Cochrane Tax Collector		714 Greensboro Ave Rm 124		Tuscaloosa	AL	35401
Pickaway County Treasurer	Court House	207 South Court St		Circleville	OH	43113
Pickens County Ga	Pickens County Tax Commissioner	35 West Church St	Ste 100	Jasper	GA	30143
Pima Co Az		Pima County Treasurer	115 N Church Ave	Tucson	AZ	85701
Pima County Treasurer Pima County Assessor						
Pima County Arizona	Pima County Attorneys Office Civil	32 N Stone Ave Ste 2100		Tucson	AZ	85701
Pinal County Treasurer	Dolores J Doolittle	PO Box 729		Florence	AZ	85232-0729
Pinellas County Tax Collector		PO Box 10832		Clearwater	FL	33757
Plymouth Twp Wayne	Treasurer	PO Box 8040		Plymouth	MI	48170
Polk County Tax Collector		PO Box 1189		Lakeland	FL	33831
Pontiac City Of Oakland		PO Box 431406		Pontiac	MI	48343
Pope County Ar	Pope County Tax Collector	100 West Main St		Russellville	AR	72801
Portage County Treasurer		449 S Meridian 1st Fl	PO Box 1217	Ravenna	OH	44266
Prairie County Ar	Prairie County Sheriff / Collector	PO Box 1021		Des Arc	AR	72040
Prince Georges County Maryland	C O Meyers Rodbell And Rosenbaum Pa	6801 Kenilworth Ave Ste 400		Riverdale	MD	20737-1385

Name	Notice Name	Address1	Address2	City	State	Zip
Rankin Co Ms	Rankin County Tax Collector	211 E Govt St	Ste B	Brandon	MS	39042
Rankin County		211 E Govt St	Ste B	Brandon	MS	39042
Ray Valdes Seminole County Tax Collector		1101 E First St	PO Box 630	Sanford	FL	32772
Ripley County In	Ripley County Treasurer	PO Box 176		Versailles	IN	47042
Riverside County Collector		P O 12005		Riverside	CA	92502
Robertson Co Tn	Robertson County Trustee	515 S Brown St		Springfield	TN	37172
Rochester Hills City Of Oakland	Drawer 7783	PO Box 79001		Detroit	MI	48279
Rogers County Treasurer		PO Box 699		Claremore	OK	74018
Ronald A Leggett Collector Of Rev	Ronald A Leggett Collector Of Reven	109 City Hall		St Louis	MO	63103
Roseville City Of Macomb	City Treasurer	PO Box 290		Roseville	MI	48066
Royal Oak City Of Oakland	Treasurers Office	PO Box 64		Royal Oak	MI	48066
Russell Co Va	Russell Co Treasurer	PO Box 121		Lebanon	VA	24266
Saginaw City Of Saginaw	Treasurer	1315 S Washington Ave		Saginaw	MI	48601
Saint Johns County Tax Collector		PO Box 9001		Saint Augustine	FL	32085
Saint Johns City Of Clinton		PO Box 477		Saint Johns	MI	48879
Salis Inc Formerly Colonial Tax Compliance	Chris Albrecht	300 Colonial Ctr Pkwy Ste 300		Roswell	GA	30076
San Benito Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
San Benito Isd Tx	San Benito Cisd Tax Office	152 E Rowson St		San Benito	TX	78586
San Bernardino County Collector		172 W Third St 1st Fl		San Bernardino	CA	92415
San Diego County Collector		PO Box 129009		San Diego	CA	92112
San Joaquin County Collector		PO Box 2169		Stockton	CA	95201
San Marcos Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428
Santa Clara County Collector	County Government Ctr E Wing	70 W Hedding St		San Jose	CA	95110
Santa Rosa County Tax Collector	Attn Cindy Grimes Delinquent Tax De	PO Box 7100		Milton	FL	32572
Sarasota County Tax Collector		101 Washington Blvd S		Sarasota	FL	34236
Sc Department Of Revenue		Corporation Return		Columbia	SC	29214-0100
Scott County In	Scott County Treasurer	1 E McClain Ave	Room 140	Scottsburg	IN	47170
Screven County Ga	Screven County Tax Commissioner	PO Box 86		Sylvania	GA	30467
Secretary Of State		1500 11th St	PO Box 944230	Sacramento	CA	94244-2300
Secretary Of State		202 N Carson St		Carson City	NV	89701-4201
Seminole County Tax Collector		PO Box 630		Sanford	FL	32772
Shelby Co Tn	Shelby County Trustee	PO Box 2751		Memphis	TN	38101
Shelby County Trustee		PO Box 2751		Memphis	TN	38101-2751
Shelby County In	Shelby County Treasurer	25 W Polk St	Room 102	Shelbyville	IN	46176
Shelby Twp Macomb	Treasurer	52700 Van Dyke		Shelby Twp	MI	48316
Smith Co Trustee		122 Turner High Cir Ste 104		Carthage	TN	37030
Smith Co Ms	Smith County Tax Collector	PO Box 157		Raleigh	MS	39153
Smith Co Tn	Smith County Trustee	122 Turner High	Ste 104	Carthage	TN	37030
Smith County Trustee	Jamie D Winkler	PO Box 332		Carthage	TN	37030
South Carolina Dept Of Revenue		Corporation		Columbia	SC	29214-0006
Spalding County Ga	Spalding County Tax Commissioner	PO Box 509		Griffin	GA	30224
Spartanburg Co Tax Collector	Glenda Qwright	Drawer 3060		Spartanburg	SC	29304

Name	Notice Name	Address1	Address2	City	State	Zip
Spartanburg Co Sc	Spartanburg Co Treasurer	PO Box 5807		Spartanburg	SC	29304
St Charles County Collector		201 N Second St Rm 134		St Charles	MO	63301-2789
St Johns County Tax Collector	Dennis W Hollingsworth	PO Box 9001		St Augustine	FL	32085-9001
St Charles Co Mo	St Charles Co Tax Collector	201 N Second St	Room 134	St Charles	MO	63301
St Joseph County In	St Joseph County Treasurer	227 W Jefferson Blvd		South Bend	IN	46601
St Louis Co Mo	St Louis Co Government	Collector Of Revenue	PO Box 11491	St Louis	MO	63105
Stanly Co Nc	Stanly Co Tax Collector	201 S 2nd St		Albemarle	NC	28001
Starpoint Ny	Starpoint Tax Collector	PO Box 3000		Buffalo	NY	14240
State Corporation Commission	Clerks Office	PO Box 85577		Richmond	VA	23285-5577
State Of Alabama Department Of Revenue	Legal Division	PO Box 320001		Montgomery	AL	36132-0001
State Of Colorado	Division Of Insurance	1560 Broadway Ste 850		Denver	CO	80202
State Of Delaware	Division Of Corporations	PO Box 74072		Baltimore	MD	21274-4072
State Of Georgia	Department Of Revenue	PO Box 105284		Atlanta	GA	30348
State Of Louisiana	Louisiana Department Of Revenue	PO Box 66658		Baton Rouge	LA	70896
State Of Louisiana Department Of Revenue		PO Box 66658		Baton Rouge	LA	70896
State Of Maryland Comptroller Of Treasury	Mary T Carr	State Office Bldg Rm 409	301 W Preston St	Baltimore	MD	21201
State Of Maryland Md	Maryland State Dept Of Assessments & Taxation	Personal Property Division	301 W Preston St	Baltimore	MD	21201
State Of Michigan	Department Of Treasury	PO Box 77003		Detroit	MI	48277
State Of Michigan	Motor Fuel Tax Division	Department 77692		Detroit	MI	48277
State Of Michigan	Sales & Use Tax Division	PO Box 77003		Detroit	MI	48277
State Of Michigan Department Of Treasury	Attn Peggy A Housner Assistant Attorney General	Cadillac Pl	3030 W Grand Blvd Ste 10 200	Detroit	MI	48202
State Of Michigan Department Of Treasury	Peggy A Housner	Department Of Treasury Revenue Ag	PO Box 30456	Lansing	MI	48909-7955
State Of New Jersey	Bureau Of Commercial Recording	PO Box 34089		Newark	NJ	07189-0001
State Of New Jersey	Division Of Taxation	Compliance Activity	PO Box 245	Trenton	NJ	08695
State Of New Jersey	Division Of Taxation	Revenue Processing Ctr	PO Box 666	Trenton	NJ	08646-0666
State Of New Jersey Department Of Treasury	Division Of Taxation	PO Box 245		Trenton	NJ	08695-0245
State Of New Jersey Division Of Taxation	Compliance Activity	PO Box 245		Trenton	NJ	08695
State Of New Mexico Taxation And Revenue Department		PO Box 8575		Albuquerque	NM	87198-8575
State Of Wisconsin Department Of Revenue		PO Box 8901		Madison	WI	53708-8901
State Processing Center		PO Box 6100		Albany	NY	12261-0001
Sterling Heights City Of	Property Taxes	PO Box 55000		Detroit	MI	48255
Steuben County In	Steuben County Treasurer	317 S Wayne St	Room 2k	Angola	IN	46703
Sturgis City Of Saint Joseph		Treasurers Office		Sturgis	MI	49091
Summit County Treasurer	John A Donofrio Marvin D Evans Assistant Prosecutin	Summit County Prosecutors Office Ta	220 S Balch Ste 220	Akron	OH	44302-1606
Summit County Treasurer	Ohio Building	175 S Main St Ste 320		Akron	OH	44308
Sumner Co Tn	Sumner County Trustee	355 N Belvedere Dr	Room 107	Gallatin	TN	37066
Sumner County Trustee		355 Belvedere Dr Rm 107		Gallatin	TN	37066
Switzerland County In	Switzerland County Treasurer	212 W Main St Courthouse		Vevay	IN	47043
Sylvan Twp Washtenaw	Treasurer	18027 Old Us 12		Chelsea	MI	48118
Tarrant Co Tx	Tarrant County Co Tax Assessor	PO Box 961018		Fort Worth	TX	76161

Name	Notice Name	Address1	Address2	City	State	Zip
Tarrant County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201
Tawas City City Of Iosco	Treasurer	PO Box 568		Tawas City	MI	48764
Tax Collector	Tax Collector Town Of Watertown	PO Box 224		Watertown	CT	06795
Tax Collector Pinellas County	Attn Betty A Gramley Tax Manager	PO Box 2943		Clearwater	FL	33757-2943
Tax Collector Santa Clara County	Deborah Nichols County Administration Building	70 W Hedding St	East Wing 6th Fl	San Jose	CA	95110-1767
Tax Collector Santa Rosa County	Attn Carol Watford Supervisor Delin	PO Box 7100		Milton	FL	32572
Tax Collector Santa Rosa County	Attn Cindy Grimes Delinquent Tax De	Robert McClure Santa Rosa Tax Colle	PO Box 7100	Milton	FL	32572
Tax Commissioner Of The State Of Ohio		30 E Broad St		Columbus	OH	43215
Taxation And Revenue Department		PO Box 630		Santa Fe	NM	87504-0630
Taylor Co Ga	Taylor County Tax Commissioner	PO Box 446		Butler	GA	31006
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Stret		Nashville	TN	37242
Tennessee Department Of Revenue	Attorney General	PO Box 20207		Nashville	TN	37202-0207
Tennessee Secretary Of State	Annual Report	312 Eighth Ave North 6th Fl	William R Snodgrass Tower	Nashville	TN	37243
Terrell County Ga	Terrell County Tax Commissioner	PO Box 484		Dawson	GA	31742
Texas Comptroller Of Public Accounts	Office Of The Attorney General	Bankruptcy Collections Division	PO Box 12548	Austin	TX	78711-2548
Texas Comptroller Of Public Accounts On Behalf Of The State Of Texas	Office Of The Attorney General	Bankruptcy Collection Division	PO Box 12548	Austin	TX	78711-2548
The Commonwealth Of Massachusetts	Secretary Of The Commonwealth	One Ashburton Pl		Boston	MA	02108-1512
Tippecanoe County In	Tippecanoe County Treasurer	20 N 3rd St		Lafayette	IN	47901
Tipton County In	Tipton County Treasurer	Courthouse		Tipton	IN	46072
Town Of Berlin Ct	Town Of Berlin Tax Collector	240 Kensington Rd		Berlin	CT	06037
Town Of Burlington		PO Box 376		Burlington	MA	01803
Town Of Coaling Alabama	Alatax	3001 Second Ave South		Birmingham	AL	35233
Town Of Decatur Ms	Town Of Decatur Ms	PO Box 307		Decatur	MS	39327
Town Of Hingham Ma	Town Of Hingham	210 Central St		Hingham	MA	02043
Town Of Lebanon Va	Town Of Lebanon	244 W Main St		Lebanon	VA	24266
Town Of Lockport Ny	Town Of Lockport	Receiver Of Taxes	PO Box 4610	Buffalo	NY	14240
Town Of Snow Hill Nc	Town Of Snow Hill Tax Collector	201 North Greene St		Snow Hill	NC	28580
Town Of South Windsor Ct	Town Of South Windsor	Collector Of Revenue	PO Box 30002	Hartford	CT	06150
Traverse City Of Grand Traverse	City Treasurer	Governmental Ctr	400 Boardman Ave	Traverse City	MI	49684
Travis Co Tx	Travis Co Tax Assessor /collector	PO Box 970		Austin	TX	78767
Treasurer Of Kosciusko County		100 W Ctr St		Warsaw	IN	46580
Treasurer Of Tipton County		Courthouse		Tipton	IN	46072
Treasurer Of Vigo County	David Crockett	PO Box 1466		Indianapolis	IN	46206-1466
Treasurer City Of Flint	Income Tax Office	PO Box 1800		Flint	MI	48501-1800
Treasurer City Of Pontiac	Income Tax Division	47450 Woodward Ave		Pontiac	MI	48342
Trey Grayson	Secretary Of State	PO Box 1150		Frankfort	KY	40602-1150
Troup County Ga	Troup County Tax Commissioner	100 Ridley Ave		La Grange	GA	30240
Troy City Of Oakland	Drawer 0101	PO Box 33321		Detroit	MI	48232
Trumbull County Treasurer		160 High St Nw		Warren	OH	44481-1090
Tuscaloosa County Al	Tuscaloosa County Tax Collector	714 Greensboro Ave	Room 124	Tuscaloosa	AL	35401
U S Customs And Border Protection		6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268

Name	Notice Name	Address1	Address2	City	State	Zip
Unemployment Insurance Agency Department Of Labor & Economic Growth	State Of Michigan	3024 W Grand Blvd Ste 11 500		Detroit	MI	48202-6024
United Independent School District	C O Ornelas Castillo & Ornelas Pllc	401 East Hillside Rd 2nd Fl		Laredo	TX	78041
United Isd Tx	United Isd Tax Assessor / Collector	3501 E Saunders		Laredo	TX	78041
United States Council For International Business		1212 Ave Of The Americas		New York	NY	10036-1689
Us Customs And Border Protection	Robert B Hamilton Jr Director Reven	6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268
Utah Division Of Corporations & Commercial Code		PO Box 25125		Salt Lake City	UT	84125-0125
Utah State Tax Commission		210 North 1950 West		Salt Lake City	UT	84134-0180
Valwood Improvement Authority Tx	Valwood Improvement Authority Tx	1430 Valwood Pkwy	Ste 160	Carrollton	TX	75006
Van Buren Co Tn	Van Buren County Trustee	PO Box 176		Spencer	TN	38585
Van Buren Twp Wayne	Treasurer	46425 Tyler Rd		Belleville	MI	48111
Vandalia City Of Oh		333 James E Bohanan Memorial Dr		Vandalia	OH	45377
Vanderburgh County In	Vanderburgh County Collector	1 Nw MI King Jr Blvd	210	Evansville	IN	47708
Vassar City Of Tuscola	Treasurers Office	287 E Huron Ave		Vassar	MI	48768
Ventura County Collector		800 South Victoria Ave		Ventura	CA	93009
Vermont Department Of Taxes		109 State St		Montpelier	VT	05609-1401
Vigo County In	Vigo County Treasurer	191 Oak St	Vigo County Annex	Terre Haute	IN	47807
Virginia Department Of Taxation	Taxing Authority Consulting Service	PO Box 2156		Richmond	VA	23218-2156
Virginia Department Of Taxation		PO Box 1500		Richmond	VA	23218-1500
Wabash County In	Wabash County Treasurer	Courthouse 1 W Hill St	Ste 4b	Wabash	IN	46992
Wake Co Nc	Wake Co Tax Collector	PO Box 2331		Raleigh	NC	27602
Walthall Co Ms	Walthall Co Tax Collector	200 Ball Ave		Tylertown	MS	39667
Warren Co Ky	Warren County Sheriff	429 E 10th St	Courthouse	Bowling Green	KY	42101
Warren County Tax Commissioner		PO Box 189		Warrenton	GA	30828-0189
Warren County Ga	Warren County Tax Commissioner	PO Box 189		Warrenton	GA	30828
Warren City Of Macomb	Treasurer	PO Box 2113		Warren	MI	48090
Washington Co Ky	Washington County Sheriff	PO Box 127		Springfield	KY	40069
Washington Co Ms	Washington Co Tax Collector	PO Box 9		Greenville	MS	38702
Washington County In	Washington County Treasurer	99 Public Sq	Ste 101	Salem	IN	47167
Watertown Twp Clinton	Treasurer	12803 South Wacousta Rd		Grand Ledge	MI	48837
Wayne County In	Wayne County Treasurer	401 E Main St	County Adminstration Bldg	Richmond	IN	47374
Wayne Twp Cass	Treasurer	51327 Atwood Rd		Dowagiac	MI	49047
Webb County Tx	Webb County Tax Assessor /collector	PO Box 420128		Laredo	TX	78042
Webber Co Ut	Weber County Assessor	PO Box 9700		Ogden	UT	84409
Wells County In	Wells County Collector	102 W Market St	Ste 204	Bluffton	IN	46714
White Co Tn	White County Trustee	1 East Bockman Way	Room 102	Sparta	TN	38583
Whitley County In	Whitley County Treasurer	2nd Fl Courthouse		Columbia City	IN	46725
Wichita County Burkburnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307
Wichita County Tx	Wichita County Tax Assessor	/ Collector	PO Box 1471	Wichita Falls	TX	76307
Williamson Co Tn	Williamson County Trustee	1320 W Main St Ste 3	PO Box 1365	Franklin	TN	37065
Wilson Co Nc	Wilson Co Tax Collector	PO Box 1162		Wilson	NC	27894

Name	Notice Name	Address1	Address2	City	State	Zip
Wilson Co Tn	Wilson County Trustee	PO Box 865		Lebanon	TN	37088
Wisconsin Department Of Revenue	James Polkowski	2135 Rimrock Rd		Madison	WI	53713
Wisconsin Department Of Revenue		PO Box 8908		Madison	WI	53708-8908
Wisconsin Department Of Revenue		PO Box 93389		Milwaukee	WI	53293
Wisconsin Dept Of Financial Inst	Div Of Corporate And Consumer Svcs	PO Box 7846		Madison	WI	53707-7846
Woodstock Twp Lenawee	Treasurer	6486 Devils Lake Hwy		Addison	MI	49220
Wv Secretary Of State	Bldg 1 Rm 157 K	1900 Kanawha Blvd East		Charleston	WV	225305
Wv State Tax Department	Internal Auditing Division	PO Box 2666		Charleston	WV	25330-2666
Wv State Tax Department	Rd Eft	PO Box 11895		Charleston	WV	25339-1895
Wv State Treasurers Office		One Players Club Dr		Charleston	WV	25311
Wyandotte County Ks	Wyandotte County Treasurer	710 N 7th St	2nd Fl	Kansas City	KS	66101
Wyoming City Of Kent	Treasurers Office	1155 28th St Sw	PO Box 905	Wyoming	MI	49509
Yazoo Co Ms	Yazoo County Tax Collector	PO Box 108		Yazoo	MS	39194
York Co Sc	York Co Tax Treasurer	PO Box 116		York	SC	29745
York County Tax Collector		1070 Heckle Beva Box 14		Rock Hill	SC	29732-2863

EXHIBIT D

Bidding Procedures Hearing Date And Time: October 25, 2007 at 10:00 a.m.
Bidding Procedures Objection Deadline: October 22, 2007 at 4:00 p.m.
Sale Hearing Date And Time: December 20, 2007 at 10:00 a.m.
Sale Hearing Objection Deadline: December 13, 2007 at 4:00 p.m.

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Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Debtors.	:	
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EXPEDITED MOTION FOR ORDERS UNDER 11 U.S.C. §§ 363, 365, AND 1146 AND FED. R. BANKR. P. 2002, 6004, 6006, AND 9014 (A) (I) APPROVING BIDDING PROCEDURES, (II) GRANTING CERTAIN BID PROTECTIONS, (III) APPROVING FORM AND MANNER OF SALE NOTICES, AND (IV) SETTING SALE HEARING DATE AND (B) AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL THE ASSETS PRIMARILY USED IN DEBTORS' COCKPITS AND INTERIOR SYSTEMS AND INTEGRATED CLOSURE SYSTEMS BUSINESSES FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) ASSUMPTION OF CERTAIN LIABILITIES

("INTERIORS AND CLOSURES BUSINESSES SALE MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this expedited motion (the "Motion") for orders under 11 U.S.C. §§ 363, 365, and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) (i) approving the bidding procedures set forth herein and attached hereto as Exhibit A (the "Bidding Procedures"), (ii) granting certain bid protections, (iii) approving the form and manner of sale notices (the "Notice Procedures"), and (iv) setting a date for the sale hearing (the "Sale Hearing") and (b) authorizing and approving (i) the sale (the "Sale") of certain of the Selling Debtor Entities' (defined below) assets (the "Purchased Assets") comprising substantially all the assets primarily used in the Selling Debtor Entities' cockpits and interior systems business (the "Interiors Business") and integrated closure systems business (the "Closures Business," and together with the Interiors Business, the "Interiors and Closures Businesses") to the Buyers or the Successful Bidder (both as hereinafter defined) submitting a higher or otherwise better bid, as the case may be, (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed U.S. Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Post-Petition Contracts," and collectively with the Assumed U.S. Contracts, the "Assigned Contracts") to the Buyers or the Successful Bidder, as the case may be, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Buyers or the Successful Bidder, as the case may be. In support of this Motion, the Selling Debtor Entities (as defined below) respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, the Debtors filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession under Bankruptcy Code sections 1107(a) and 1108. This Court has ordered joint administration of these cases.

2. No trustee or examiner has been appointed in these cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders (the "Equity Committee," and together with the Creditors' Committee, the "Statutory Committees").

3. On September 6, 2007, the Debtors filed the Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In Possession (Docket No. 9263) (the "Plan") and the Disclosure Statement With Respect To Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In Possession (Docket No. 9264) (the "Disclosure Statement"). No order approving the Disclosure Statement or confirming the Plan has yet been entered by this Court.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

5. The statutory predicates for the relief requested herein are sections 363, 365, and 1146 of the Bankruptcy Code and rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

6. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2006 had global net sales of \$26.4 billion and global assets of approximately \$15.4 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from this Court.²

7. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer ("OEM").

8. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates as disclosed in the Company's Form 10-K filed on February 27, 2007.

² On March 20, 2007, Delphi Automotive Systems Espana S.L. ("DASE"), whose sole operation is a non-core automotive component plant in Cadiz, Spain, filed a "Concurso" application for a Spanish insolvency proceeding, which was approved by the Spanish court on April 13, 2007. On July 4, 2007, DASE, its Concurso receivers, and the Cadiz workers councils and unions reached a settlement on a social plan, the funding of which was approved by this Court on July 19, 2007. The Spanish court approved the social plan on July 31, 2007. The Concurso proceeding is consistent with Delphi's transformation plan to optimize its manufacturing footprint and to lower its overall cost structure.

connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

9. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.³ Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion. Moreover, in 2006 the Debtors incurred a net loss of \$5.5 billion, \$3.0 billion of which comprised charges related to the U.S. employee special attrition programs.

10. The Debtors believe that the Company's financial performance deteriorated because of (i) increasingly unsustainable U.S. legacy liabilities and operational restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (ii) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (iii) increasing commodity prices.

³ Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

11. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major stakeholders had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete its transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

12. On March 31, 2006, the Company outlined the key tenets of a transformation plan that it believed would enable it to return to stable, profitable business operations. The Debtors stated that they needed to focus on five key areas:⁴ first, modifying the Company's labor agreements to create a competitive arena in which to conduct business;⁵

⁴ In furtherance of the Debtors' transformation plan, on December 18, 2006, the Debtors announced their execution of an equity purchase and commitment agreement with certain investors and a plan framework support agreement with those investors and GM. On July 9, 2007, Delphi confirmed that it had formally terminated the equity purchase and commitment agreement and related plan framework support agreement. On July 18, 2007, Delphi announced that it had accepted a new proposal for an equity purchase and commitment agreement (the "Delphi-Appaloosa EPCA") submitted by a group comprising a number of the original plan investors (affiliates of Appaloosa Management L.P., Harbinger Capital Partners Master Fund I, Ltd., Merrill Lynch, Pierce, Fenner & Smith Inc., and UBS Securities LLC) as well as Goldman Sachs & Co. and an affiliate of Pardus Capital Management, L.P. (collectively, the "New Plan Investors"). Under the Delphi-Appaloosa EPCA, the New Plan Investors agreed to invest up to \$2.55 billion in preferred and common equity in the reorganized Delphi to support the Company's transformation plan and plan of reorganization. This Court approved the Delphi-Appaloosa EPCA on August 2, 2007.

⁵ As of August 29, 2007, this Court has entered the following orders approving settlements between Delphi and each of its U.S. labor unions:

- International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (the "UAW") (Docket No. 8693);
- International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communication Workers of America (the "IUE-CWA") (Docket No. 9106);
- International Association of Machinists and Aerospace Workers and its District 10 and Tool and Die Makers Lodge 78, the International Brotherhood of Electrical Workers and its Local 663, and Locals 832S, 18S, and 101S of the International Union of Operating Engineers (Docket No. 9107); and
- United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and USW Local 87L (Docket No. 9169).

On September 4, 2007, at Delphi's request, this Court entered an order withdrawing without prejudice Delphi's motion for order under sections 1113(c) and 1114(g) of the Bankruptcy Code authorizing rejection of collective bargaining agreements and modification of retiree welfare benefits (Docket No. 9221).

second, concluding their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company;⁶ third, streamlining their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus;⁷ fourth, transforming their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint;⁸ and devising a workable solution to their current pension situation.⁹

⁶ On September 6, 2007, Delphi announced that it entered into agreements with GM consisting of a Global Settlement Agreement and a Master Restructuring Agreement, both of which are subject to this Court's approval as part of the plan confirmation process. Delphi's comprehensive settlement with GM resolves all outstanding disputes between Delphi and GM. The Global Settlement Agreement and Master Restructuring Agreement were filed as Exhibits 7.20(a) and 7.20(b) to the Plan, respectively. See Docket No. 9263.

⁷ In connection with their March 31, 2006 announced transformation plan, the Debtors classified "core" and "non-core" product lines and plants. The Debtors have been working to divest non-core assets so as to maximize the value of their estates for stakeholders. During the 2006 and 2007 calendar years, for example, the Debtors sold substantially all of the assets related to MobileAria, Inc., their chapter 11 affiliate, and their brake hose and catalyst businesses. The Debtors also obtained court approval for the sale of substantially all of the assets of their Saltillo, Mexico brake plant business. In addition, as announced publicly, the Debtors anticipate selling additional non-core assets, including, without limitation, their steering, interior, and closures businesses.

⁸ As part of this effort, effective July 1, 2006, the Company realigned its business operations to focus its product portfolio on core technologies for which the Company believes it has significant competitive and technological advantages. The Company's revised operating structure consists of its four core business segments: Electronics and Safety, Thermal Systems, Powertrain Systems, and Electrical/Electronic Architecture. The Company also has two additional segments, Steering and Automotive Holdings Group, which will be transitioned as part of the Company's transformation plan. To ensure that their organizational and cost structure is competitive, the Debtors obtained an Order Under 11 U.S.C. § 363(b) And Fed. R. Bankr. P. 6004 Authorizing Debtors To Enter Into Finance Outsourcing Agreement on April 23, 2007 (Docket No. 7773) (the "Finance Outsourcing Order"). The Finance Outsourcing Order authorized the Debtors to outsource certain of the Debtors' accounts receivable, accounts payable, fixed assets, travel and expense reporting, general ledger, and contract administration processes and significantly reduce SG&A expenses as part of their transformation plan.

⁹ To that end, on May 31, 2007, this Court granted the Debtors' motion for authority to perform under the terms of those certain September 30, 2006 pension plan year funding waivers, which were approved by the IRS on May 1, 2007, for both the Delphi Hourly-Rate Employees Plan and the Delphi Retirement Program for Salaried Employees (collectively, the "Pension Plans"). On July 13, 2007, the IRS modified the conditional funding waivers granted to Delphi related to the Pension Plans, extending the dates by which Delphi is required to file a plan of reorganization and emerge from chapter 11 to December 31, 2007 and February 29, 2008, respectively. On September 28, 2007, the IRS approved a similar waiver with respect to the Delphi Hourly-Rate Employees Plan for the September 30, 2007 pension plan year. The Debtors' motion for authority to perform under the terms of that waiver is scheduled for an October 25, 2007 hearing. On October

E. The Debtors' Plan Of Reorganization

13. By filing the Plan and related Disclosure Statement on September 6, 2007, the Debtors reached another key milestone in their chapter 11 cases. The Plan is based upon a series of global settlements and compromises that involve every major constituency in the Debtors' reorganization cases. A hearing on the Debtors' solicitation procedures and Disclosure Statement commenced on October 3, 2007 and is scheduled to continue on October 25, 2007. If this Court authorizes the Debtors to solicit acceptances or rejections of the Plan (as such Plan may be modified) by October 31, 2007, the Debtors expect to confirm their Plan and commence the rights offering contemplated by the Plan in December 2007 and emerge from chapter 11 as soon as practicable thereafter. Currently, the Debtors expect to emerge from these chapter 11 cases by January 2008.

14. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

15. By this Motion, Delphi and the selling Debtor entities described in the agreement (the "Selling Debtor Entities")¹⁰ seek approval for the sale of the Interiors and

4, 2007, the IRS, at Delphi's request, further modified the conditions to the initial waivers so that they are generally consistent with the conditions to the most recent waiver.

¹⁰ Under the Agreement, the Selling Debtor Entities include Delphi, Delphi Automotive Systems LLC ("DAS LLC"), Delphi Automotive Systems (Holdings) Inc., and Delphi Technologies, Inc. Certain assets would be sold under the Agreement by non-Debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers." For the purpose of convenience, references to the "Sellers" herein (including in all exhibits)

Closures Businesses to Inteva Products, LLC ("Inteva") and certain of its affiliates (the "Buyers"),¹¹ subject to additional competitive bidding pursuant to the proposed Bidding Procedures. To effect the sale, the Selling Debtor Entities seek two types of relief. First, at the omnibus hearing to be held on October 25, 2007, the Selling Debtor Entities will seek entry of an order substantially in the form attached hereto as Exhibit B (the "Bidding Procedures Order") approving the Bidding Procedures, Notice Procedures, and certain bid protections to be provided to the Buyers pursuant to the Agreement and as described more fully herein. Second, subject to the terms of the Bidding Procedures Order, at the omnibus hearing to be held on _____, the Selling Debtor Entities will seek entry of an order substantially in the form attached hereto as Exhibit C (the "Sale Approval Order") authorizing and approving the Sale to the Buyers or the Successful Bidder, as the case may be, including, without limitation, the assumption and assignment of the Assumed U.S. Contracts to the Buyers, and the assumption by the Buyers of the Assumed Liabilities.

Basis For Relief

16. The Company has stated that to achieve the necessary cost savings and operational effectiveness envisioned in its transformation plan, it must streamline its product portfolio to capitalize on its world-class technology and market strengths and make the necessary manufacturing realignment consistent with its new focus. As part of the Company's transformation plan, the Company identified the Interiors and Closure Systems Businesses as non-core businesses subject to disposition.

means, as the context requires, (i) the Selling Debtor Entities to the extent such reference implicates assets of the Selling Debtor Entities or (ii) non-Debtor affiliates to the extent such reference implicates assets of the non-Debtor affiliates. Moreover, for convenience, use of the term "Selling Debtor Entities" means as the context requires, the specific Debtor entity undertaking the transaction(s) referenced to the extent such transaction affects the assets of such entity.

¹¹ This Motion will refer to Inteva Products LLC., together with any affiliates it identifies in Schedule 1 of the Agreement, as the "Buyers," or to any of them individually as a "Buyer."

17. Accordingly, following extensive marketing efforts, on October 15, 2007, the Sellers and the Buyers entered into a Master Sale and Purchase Agreement, a copy of which is attached hereto as Exhibit D (the "Agreement"). The Agreement contemplates a global divestiture of the Company's Company's Interiors and Closures Businesses and Closures Businesses to the Buyers for the Purchase Price of \$106 million, which is comprised of the preliminary purchase price of approximately \$80 million, subject to certain adjustments (the "Preliminary Purchase Price"), and the Post-Closing Payments of approximately \$26 million.¹² The divestiture, as memorialized in the Agreement, contemplates that certain of the assets will be sold by Delphi non-Debtor affiliates. The transactions to be undertaken by the Delphi non-Debtor affiliates, although memorialized in the Agreement and the attachments thereto, are generally not the subject of this Motion because those entities are not under the supervision of this Court. The discussion in this Motion is generally (but not exclusively) limited to transactions to be undertaken by the Selling Debtor Entities, which require Court approval.

F. The Interiors And Closures Businesses

18. Collectively, the Interiors and Closures Businesses serve a number of vehicle manufacturers ("VMs") through a global footprint that includes manufacturing operations in the U.S., Mexico, Austria, Germany, China, and South Korea. The Interiors and Closures Businesses generate annual revenue of approximately \$1.3 billion.

19. The Interiors Business is a leading provider of instrument panels, consoles, and cockpits to VMs in North America. The Interiors Business has grown from a

¹² In addition to the Preliminary Purchase Price, on each of the first, second, third, fourth, and fifth anniversaries of the closing date, Inteva would pay \$1 million to DAS LLC. On the first business day following the earliest of: (i) the business day immediately following the fifth anniversary of the closing date and (ii) the date Buyers sell substantially all of the ownership interests in the Interiors and Closures Businesses and the joint ventures being sold under the Agreement (a sale to an unrelated third party of 80% or more of the equity of Inteva would be deemed to be a sale of such assets), Inteva would pay \$21 million to DAS LLC (the "Post-Closing Payment").

captive GM supplier to the estimated third-largest cockpit and interior systems manufacturer in North America with a diverse customer base. The Interiors Business succeeds based on its expertise in design and development of interiors and cockpit technologies, its excellence in manufacturing and logistics, and its experienced, focused management team.

20. The Interiors Business comprises two product lines – instrument panels ("IPs") and consoles (the "IP Product Line") and cockpits (the "Cockpits Product Line"). Capable of design, development, test, validation, and design integration engineering services, the IP Product Line currently has the capacity to produce more than 3.3 million IPs and more than 700,000 consoles per year. The IP Product Line operates in four manufacturing plants (Vandalia, Ohio; Adrian, Michigan; Gadsden, Alabama; and Matamoros, Mexico).

21. The Cockpits Product Line provides engineering design integration services and assembles finished cockpits that are delivered sequenced to VM final assembly plants. Production of cockpits involves the integration and assembly of components including instrument panels, floor consoles, instrumentation, steering wheels, IP structure, heating, ventilation, and air-conditioning ("HVAC") systems, occupant protection systems, audio components, and electrical wiring. The Cockpits Product Line currently has the capacity to produce more than 500,000 cockpits and consoles per year. The Cockpits Product Line operates in three manufacturing plants (Cottdale, Alabama; North Kansas City, Missouri; and Orion, Michigan).

22. The Closures Business is a leading provider of vehicle latches (the "Latch Product Line") and door modules (the "Door Module Product Line") to VMs worldwide. Similar to the Interiors Business, the Closures Business has grown from a captive GM supplier to a global, diverse business that is the second-largest latch manufacturer both in

North America and globally and a leading producer of integrated door module systems. The Closures Business has successfully produced more than 29 million individual door systems. Central to the Closures Business' success is its expertise in design and development of latching and door module technologies, its excellence in competitive manufacturing and logistics, and its experienced, focused management team. The Closures Business is one of the few businesses capable of supporting VMs in all aspects of production, from initial conception and design development through validation and program launch.

23. The Latch Product Line manufactures and produces passenger and commercial vehicle latching systems, including systems for vehicle doors, rear compartments, and tailgates. The Latch Product Line has produced more than one billion latches and currently manufactures more than 22 million latches per year. Currently, the Latch Product Line operates in four manufacturing plants (Columbus, Ohio; Matamoros, Mexico; Shanghai, China; and Kyungsan, South Korea) and three technical centers (Troy, Michigan; Juarez, Mexico; and Wuppertal, Germany).

24. The Door Module Product Line produces highly integrated door modules that combine latching, window lift systems, audio, occupant protection, and other components. Such products can be assembled directly into vehicles in final assembly plants. The Door Module Product Line provides a range of products to global VMs, from simple window controls to complete door modules. The product line currently produces more than two million door modules per year. The Door Module Product Line operates in five manufacturing plants (Columbus, Ohio; Vandalia, Ohio; Grosspetersdorf, Austria; Woerth, Germany; and Shanghai, China) and is supported by two technical centers (Troy, Michigan and Wuppertal, Germany).

G. Factors Leading To The Sale

25. Although the Company believes that the Interiors and Closures Businesses are fundamentally strong, neither business fits within the Company's anticipated product portfolio under its transformation plan. In particular, the Company has determined, after an intensive product portfolio review, that the Interiors and Closures Businesses are outside the primary focus of the Company's growth and long-term strategic goals.

26. The Company believes, however, that as standalone businesses, the Interiors and Closures Businesses could become more profitable and competitive. The Company has therefore determined that the value of the Interiors and Closures Businesses would be maximized through their divestiture. To achieve that goal, while balancing the needs of its customers, the Company is seeking to sell the Interiors and Closures Businesses to a buyer. The Company, including its Selling Debtor Entities, will carefully manage the transition of the Interiors and Closures Businesses and the Sale will be completed in coordination with the Company's customers, employees, unions, and other stakeholders.

27. The Company has actively marketed the Interiors and Closures Businesses for over one year. As part of this process, the Company identified several potential purchasers for the Interiors Business, the Closures Business, or both, and provided those parties with access to information about the Interiors and/or Closures Businesses.

28. The Sellers evaluated the terms and benefits of the proposals, as well as the benefits of other alternatives to divesting the Interiors and Closures Businesses. In their business judgment the Sellers concluded that the proposal from the Buyers, which formed the basis of the Agreement, offered the most advantageous terms and the greatest economic benefit. This decision was based in part on the Sellers' ability to maximize the value of the

business line as a going concern and their belief that the Buyers would continue to provide quality products to the Company's customers, many of whom buy other products from Delphi. Inteva is a wholly owned subsidiary of The Renco Group, Inc. ("Renco"). Renco is a private diversified investment holdings company with a broad portfolio of operating companies and financial investments. Renco holds interests in a number of companies in the mining, automotive, magnesium, steel, metals fabrication, and material handlings industries. Operating companies in which Renco holds an interest include AM General, US Magnesium, Doe Run Resources, Unarco Material Handling, and Baron Drawn Steel. Renco affiliates generate in excess of \$3.5 billion in revenue.

H. The Agreement

29. Pursuant to the Agreement, (a) the Selling Debtor Entities would (i) sell the Purchased Assets owned by the Selling Debtor Entities free and clear of any Interests and/or Claims,¹³ except for Permitted Encumbrances as defined in the Agreement, in consideration for their allocated share of the Purchase Price of \$106 million, subject to adjustments and other consideration, and (ii) assume (if applicable) and assign the Assigned Contracts to the Buyers and (b) the Buyers will assume the Assumed Liabilities.

¹³ "Interests and/or Claims" means any and all liens, claims, interests, and encumbrances of any type whatsoever (whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities' or the Buyer's interest in the Purchased Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Interiors and Closures Businesses prior to the Closing Date, including the transfer of the Purchased Assets to the Buyers.

30. The significant terms of the Agreement are as follows:¹⁴

(a) General Terms. The Buyers would acquire the Purchased Assets, which comprise substantially all of the assets primarily used by the Interiors and Closures Businesses through an asset sale (other than the certain assets expected to be excluded), including real property, personal property, inventory, contracts, administrative assets, permits, certain intellectual property, licensed intellectual property, and certain documented technical information, and software pertaining to the design or manufacture of the Interiors and Closures Businesses' products.

(b) Bankruptcy Court Approval. The Sale of the Purchased Assets would be subject to approval by this Court and competitive bidding pursuant to the Bidding Procedures.

(c) Documentation. The Sale would be effected pursuant to the Agreement and related documentation.¹⁵ At the closing,¹⁶ certain of the Sellers and certain of the Buyers would enter into, among others, the following ancillary agreements (collectively, the "Ancillary Agreements"):¹⁷ (i) the Patent Assignment; (ii) the Trademark Assignment, (iii) the Mexico Asset Sale Agreement, (iv) the China Share Transfer Agreement, (v) the Korea Share Transfer Agreement, (vi) the Austria Asset Sale Agreement, (vii) the Germany Asset Sale Agreement, (viii) the Transition Services Agreement, (ix) the Bills of Sale (or mutually agreed invoices), (x) the Assignment and Assumption Agreements, (xi) the Vandalia Manufacturing Services Agreement, (xii) the Grosspetersdorf Manufacturing Services Agreement, (xiii) the Columbus Manufacturing Services Agreement, (xiv) the Adrian HVAC Excluded Product Manufacturing Services Agreement, (xv) the Vandalia Lease, (xvi) the Troy Technical Center Sublease, (xvii) the Mexico Shared Substation Services Agreements, and (xviii) the Mexico Shared Wastewater Treatment Plant Services Agreement. The Ancillary Agreements would be delivered to Sellers on terms reasonably satisfactory to Sellers on or before the closing and would be performed in all material respects.

(d) Purchase Price. The Purchase Price to be paid by the Buyers to the Sellers would be \$106 million, which would be comprised of the Preliminary Purchase Price of \$80 million, subject to adjustments, and the Post-Closing Payment of \$26 million.

(e) Deposit Escrow. Immediately upon the Buyers' receipt of notice from the Sellers of Board Approval (defined below), the Buyers would deliver to the escrow agent \$2 million that would be held as an earnest money deposit (such amount, together with the

¹⁴ In the event of any discrepancy between the Agreement and this summary, the provisions of the Agreement control. Although the terms and conditions are generally the same for all the Sellers, the summaries in this Motion refer generally to the Selling Debtor Entities and not the non-Debtor Sellers.

¹⁵ Copies of the schedules to the Agreement and the Ancillary Agreements (as defined above) are available upon request to parties-in-interest who execute a confidentiality agreement acceptable to the Debtors and who show that they would be affected by the relief requested in this Motion.

¹⁶ The Selling Debtor Entities anticipate that the sale would close in the first half of 2008.

¹⁷ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

interest accrued thereon prior to closing, the "Deposit Amount"). Upon closing, the Sellers would be entitled to apply the Deposit Amount to the Preliminary Purchase Price. Upon any material breach by the Buyers that the Buyers fail to remedy in accordance with the terms of the Agreement or the Bidding Procedures (defined below) and that results in termination of the Agreement, the Sellers would be entitled to retain the Deposit Amount. In the event that the Agreement is terminated for a reason other than a material breach by the Buyers, then, on: (i) the date which would be ten days after such termination or (ii) in the event that an Alternative Transaction (defined below) is completed, the Return Date (defined below) (whichever would be earlier), the Sellers' and the Buyers' representatives would jointly instruct the agent holding the Deposit Amount in escrow to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Buyers' representative in the Deposit Escrow Agreement, to be retained by Buyers.

(f) Representations And Warranties. Pursuant to the Agreement, the Selling Debtor Entities would provide representations and warranties relating to the Sale and the Purchased Assets and the Buyers would provide representations and warranties generally standard in a transaction of this type. The representations and warranties of the Selling Debtor Entities would not survive the closing. The representations and warranties of the Buyers would survive for a period of eighteen months following the closing.

(g) Covenants. Except as otherwise disclosed in the Agreement, between the date of signing the Agreement and the closing, the Selling Debtor Entities would be required to refrain from doing any of the following, among other things, without prior written consent of the Buyers (which consent would not be unreasonably withheld): (i) purchase or sell any capital stock or other equity interests of either Shanghai Delphi Automotive Door Systems, Co., Limited or KDS Company, Ltd. (the "JV Companies") or grant or make any option, subscription, warrant, call, commitment or agreement of any character in respect of any such capital stock or other equity interests, or permit any JV Company to incur any debt obligations or make any loan outside the ordinary course of business, except that this would not limit the ability of any JV Company to pay cash dividends or distributions of Net Cash to the Sellers between the date of the Agreement and the closing as long as a JV Company complies with all applicable laws (including liquidity requirements), (ii) sell or otherwise dispose of Acquired Assets, excluding sales of tooling to customers, sales of inventory and sales of receivables to financial institutions or credit collection agencies, in each case in the ordinary course of business, (iii) incur, assume, or guarantee any debt obligation that would become an Assumed Liability, (iv) incur any encumbrance on any material Acquired Assets, in each case other than the Permitted Encumbrances as defined in the Agreement, (iv) except as required by any written contract in effect on the date of the Agreement or as required by law, with respect to any U.S. employee or non-U.S. employee of the Interiors and Closures Businesses: (A) adopt or, except to comply with applicable law, amend any Seller employee benefit plan, (B) increase in any manner (including the acceleration of vesting or payment of a payment or benefit) the compensation, employee benefits, or fringe benefits of any U.S. employees or non-U.S. employees, or (C) enter into any new, or amend any existing, collective bargaining agreement or similar agreement with respect to any U.S. employees or non-U.S. employees, (v) make any material change in the accounting methods or practices followed by the Interiors and Closures Businesses (other than such changes that are required by law or GAAP), (vi) make any election relating to taxes, enter into any closing agreement

relating to taxes, settle any claim or assessment relating to taxes or consent to any claim or assessment relating to taxes or any waiver of the statute of limitations for any such claim or assessment that could affect the Buyers or the Interiors and Closures Businesses, or could give rise to or increase the Assumed Liabilities or the excluded liabilities as set forth in the Agreement, (vii) terminate or make any material amendment to a material contract, or waive any material right thereunder, (viii) amend any organizational document of any JV Company if the Seller selling the securities has a right to veto any such amendment, (ix) fail to maintain insurance in a manner consistent with Sellers' past practice, (x) disclose any secret or confidential intellectual property (except by way of issuance of a patent or in the ordinary course of business (A) under customer purchase order terms that do not accept supplier information as confidential or (B) under confidentiality agreements entered into on customary terms with other third parties or allow any patent or trademark registration to lapse or become abandoned (except in the ordinary course of business), (xi) allow any permit relating to the Interiors and Closures Businesses to lapse or fail to renew any such permit, (xii) agree or commit to do any of the foregoing, or (xiii) take any action that causes any JV Company to take any action or to fail to take any action as is proscribed under section 6.1 of the Agreement with respect to the business, assets, or liabilities of such JV Company, as applicable. For a period of five years after the closing, the Selling Debtor Entities would be required not to take certain actions which would compete with the Interiors and Closures Businesses.

(h) Indemnity. Under the Agreement, certain of the Sellers would be obligated to indemnify the Buyers on account of any claims asserted against the Buyers as a result of, or arising out of, (i) certain retained liabilities, (ii) the breach of any representation or warranty of the Sellers contained in the Agreement, subject to certain exceptions, or (iii) the breach of any covenant or agreement of the Sellers contained in the Agreement. The Sellers agree that they would not seek to estimate these indemnity claims.

(i) Closing Conditions. In addition to certain other customary closing conditions relating to bankruptcy court approvals and regulatory matters (including certain competition filings), the obligation of the Buyers to close the Sale would be subject to the satisfaction of the following conditions: (i) the Sellers' receipt of any required consent and waiver of any right of first refusal from the partner in each JV Company to the Sellers' sale of certain sale securities pertaining to the JV Companies, (ii) the substantial completion of certain separation activities, (iii) the Buyers' entering into a supply agreement with GM (the "GM Agreement"), (iv) the Buyers' entering into an agreement with the UAW (the "UAW Agreement"), (v) the Buyer's entering into an agreement with the IUE-CWA (the "IUE-CWA Agreement"), and (vi) Delphi's approval of the Sale by its Board of Directors on or before October 17, 2007 (the "Board Approval").

(j) Termination. The Agreement could be terminated in the following circumstances by a party which is not in breach of the Agreement: (i) upon mutual written consent of Delphi on behalf of the Sellers and Inteva on behalf of the Buyers, (ii) by either the Sellers or the Buyers if consummation of the Sale would violate any final non-appealable order of any regulatory governmental entity (other than this Court), (iii) by either party, if the Sellers consummate an Alternative Transaction (defined below), (iv) by either party, if this Court has not entered a Sale Approval Order on or before 120 days after the date of the

Agreement, or if such Sale Approval Order, as of the date that is 120 days after the date of the Agreement, is subject to a stay or injunction, (v) by either party if closing does not occur within 120 days after entry of the Sale Approval Order for any reason other than failure to obtain regulatory approvals, (vi) by the Buyers upon a material breach of the Agreement by Sellers that cannot be cured within 30 days of receiving notice of such breach or the occurrence of an event that results in a material adverse effect to the Interiors and Closures Businesses,¹⁸ (vii) by the Sellers upon a material breach of the Agreement by Buyers that cannot be cured within 30 days of receiving notice of such breach, or (viii) by either party if the Board Approval is not received.

(k) Break-up Fee. Subject to Court approval and certain exceptions, in the event that the Sellers sell, transfer, lease, or otherwise dispose of all or a material portion of the Interiors and Closures Businesses or the Acquired Assets in a transaction or a series of related transactions with a party other than the Buyers (an "Alternative Transaction") within 12 months after termination of the Agreement, then in any such event, the Sellers (on a pro rata basis, based on the allocation of the purchase price paid in the Alternative Transaction) would, upon consummation of the Alternative Transaction, pay the Buyers an amount equal to the lesser of (i) \$2.4 million or (ii) three percent of the post-termination Alternative Transaction purchase price (the "Post-Termination Alternative Transaction Purchase Price"). The Post-Termination Alternative Transaction Purchase Price means the purchase price received upon consummation of a Sale with another purchaser within 12 months following termination of the Agreement in any circumstance where Expense Reimbursement (as defined below) is payable to the Buyers and the purchase price received upon consummation of such Alternative Transaction is equal to or greater than 80% of the Preliminary Purchase Price set forth in the Agreement (collectively with paragraph 28(k)(i) above, the "Break-Up Fee"). If the Break-Up Fee is paid under paragraph 28(k)(ii) above, the Sellers would also be entitled to receive the Expense Reimbursement. The Break-Up Fee, however, would not be paid if (y) the Buyers are in material breach of the Agreement or the Bidding Procedures or (z) the Agreement was terminable because the Sale would violate any final non-appealable order of any regulatory governmental entity. Buyers would not be entitled to the Break-Up Fee if the closing does not occur because of the Buyer's failure to enter into the GM Agreement, the UAW Agreement, or the IUE-CWA Agreement.

(l) Expense Reimbursement. Subject to Court approval and certain exceptions, the Sellers would be required to reimburse the Buyers' reasonable, actual out-of-pocket fees and expenses incurred in connection with the transactions contemplated by the Agreement in an amount not to exceed \$250,000, which is approximately 0.2% of the Purchase Price (the "Expense Reimbursement"), generally upon termination of the Agreement unrelated to an Alternative Transaction, other than in a circumstance (i) in which the Buyers are in breach of the Agreement for which the Sellers had previously notified the Buyers or (ii) in the case of regulatory approvals, in which the event giving rise to termination would not relate solely to the status, actions, or conduct of the Sellers.

¹⁸ For purposes of this provision, the Selling Debtor Entities' will obtain waivers by the UAW and the IUE-CWA of any "no sale" provisions contained in any of the Selling Debtor Entities' collective bargaining agreements.

(m) Transfer Taxes. The Selling Debtor Entities and the Buyers would use commercially reasonable efforts and cooperate in good faith to exempt the Sale from any sales taxes, documentary and stamp taxes, transfer, documentary, sales, use, registration, recording, stamp, use, gross receipts, excise, value-added, and other such taxes and related fees ("Transfer Taxes") as may be payable in connection with the Sale. In the event that an exemption(s) is unavailable, the Buyers would be liable for and pay all Transfer Taxes arising out of or incurred in connection with the Agreement.

I. Allocation Of Purchase Price

31. As noted above, some of the Purchased Assets are being sold by certain non-Debtor affiliates. The allocation of the Purchase Price among the Selling Debtor Entities and the non-Debtor Sellers is set forth in the chart attached to the Agreement.

J. Workforce Provisions

32. Pursuant to the Agreement, the Buyers generally would offer employment to all but five of the Selling Debtor Entities' salaried employees (excluding inactive salaried employees) who primarily support the Interiors and Closures Businesses, including (i) all salaried employees at the facilities in Adrian, Michigan, Gadsden, Alabama, and Cottdale, Alabama and (ii) salaried employees who primarily support the Interiors and Closures Businesses at the facilities in Vandalia, Ohio and Troy Michigan. The Buyers' offer of employment would include salary and benefits packages that are substantially comparable in the aggregate to those in place immediately prior to closing. For such salaried employees of the Selling Debtor Entities, the Buyers would maintain the requisite level of compensation and benefits for a minimum of 12 months following the closing (unless such employee's term is otherwise governed by an employee contract).

33. For all of the Selling Debtor Entities' hourly employees, the Buyers' offer of employment would be on the same terms and at the same level of compensation and

benefits as were in effect immediately prior to closing.¹⁹ Along those lines, the Buyers would assume the terms and conditions of the domestic collective bargaining agreements, as they may be modified by mutual agreement of the Buyers and the respective union, applicable at the Cottdale, Alabama; Adrian, Michigan; and Gadsden, Alabama facilities. However, the Buyers would not assume any obligation or liabilities under the Seller employee benefit plans referred to in such collective bargaining agreements but rather will establish Buyer-sponsored employee benefit plans which comply with the terms and conditions of the domestic collective bargaining agreements. The Buyers would recognize the seniority status of the transferred hourly employees who are employed in accordance with a domestic collective bargaining agreement for all purposes of continued employment with the Buyers.

34. The Selling Debtor Entities would retain responsibility for all workers' compensation liability related to injuries or illness incurred prior to closing by domestic employees transferred to the Buyers, provided that such claims are filed within 12 months of closing. Regardless of the vesting date, the Sellers would be responsible for vacation pay, profit sharing, and incentive compensation for any employees transferred to the Buyers due for the calendar year in which the closing occurs on a pro-rata basis.

35. The Buyers would offer participation and eligibility for benefits under the Buyers' benefit plans to transferred employees as of the closing. The Buyers would recognize the pre-closing credited service for the transferred salaried employees of the Selling Debtor Entities for eligibility and vesting purposes but not benefit accrual purposes, provided

¹⁹ Potential bidders should note that certain benefit treatment in the Agreement is intended to effect assumption of the CBAs and, to the extent subject to assumption, these issues remain subject to the parties' rights and obligations related to bargaining with the UAW.

that such recognition does not cause a duplication of compensation or benefits as between the Selling Debtor Entities and the Buyers.

36. The Buyers would not provide the Selling Debtor Entities' salaried employees with a defined benefit plan, but would provide a defined contribution plan. The Selling Debtor Entities would retain all assets and liabilities under their defined benefit pension plan for the benefits accrued prior to closing for any of their transferred salaried employees.

37. The Buyers would be responsible for all obligations and liabilities relating to any claims for services, termination, redundancy, change in control agreements, or other payments or benefits by the transferred employees of the Selling Debtor Entities arising from the transactions contemplated by the Agreement and based on the Buyers' actions following the closing.

K. Bidding Procedures

38. The Sale of the Interiors and Closures Businesses would be subject to higher or otherwise better offers pursuant to the Bidding Procedures. The Selling Debtor Entities believe that the proposed structure of the Bidding Procedures is the one most likely to maximize the realizable value of the Interiors and Closures Businesses for the benefit of the Sellers, including the Selling Debtor Entities and their estates, their stakeholders, and other interested parties. Accordingly, the Selling Debtor Entities seek approval of the Bidding Procedures for the Sale of the Interiors and Closures Businesses.

39. The Bidding Procedures describe, among other things, the assets available for sale, the manner in which bidders and bids become "qualified," the coordination of diligence efforts among bidders, the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined below), the ultimate selection of the Successful Bidder(s), and this Court's approval thereof (collectively, the "Bidding Process").

40. The proposed Bidding Procedures attached hereto as Exhibit A provide, in relevant part, as follows:²⁰

(a) Participation Requirements: To ensure that only bidders with financial ability and a serious interest in the purchase of the Purchased Assets participate in the Bidding Process, the Bidding Procedures provide for certain requirements for a potential bidder to become a "Qualified Bidder": (i) executing a confidentiality agreement in form and substance satisfactory to the Sellers, (ii) providing the Sellers with certain financial assurances, including current audited financial statements or such other form of financial disclosure and credit-quality support or enhancement acceptable to the Sellers and their financial advisors as to such bidder's ability to close, and (iii) submitting a preliminary proposal reflecting (A) the purchase price range, (B) any Purchased Assets expected to be excluded, (C) the structure and financing of the transaction, (D) any anticipated regulatory approvals, (E) the anticipated time frame and any anticipated impediments to obtaining such approvals, (F) any additional conditions to closing the qualified bidder may wish to impose, and (G) the nature and extent of any due diligence the qualified bidder may wish to conduct and the date by which such due diligence would be completed.

(b) Due Diligence: All Qualified Bidders would be afforded an opportunity to participate in the diligence process. The Sellers would coordinate the diligence process and provide due diligence access and additional information as reasonably requested by any Qualified Bidders. Except as otherwise stated in the Agreement, due diligence would not continue after the Bid Deadline (defined below).

(c) Bid Deadline: All bids would have to be received not later than 11:00 a.m. (prevailing Eastern time) by November 26, 2007 (the "Bid Deadline"). The Sellers could extend the Bid Deadline once or successively, but would not be obligated to do so.

(d) Bid Requirements: All bids would be required to include the following documents: (i) a letter stating that the bidder's offer would be irrevocable for the period set forth in the Bidding Procedures, (ii) an executed copy of the Agreement, together with all schedules, marked to show amendments and modifications to the agreement, purchase price, and proposed schedules, (iii) a good faith deposit in an amount equal to 2.6% of the Preliminary Purchase Price, but which would in no event be less than the Deposit Amount, and (iv) satisfactory written evidence of a commitment for financing or other ability to consummate the proposed transaction.

(e) Qualified Bids: To be deemed a "Qualified Bid," a bid would be required to be received by the Bid Deadline and, among other things, would be required to (i) be on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that are substantially similar to, and are not materially more

²⁰ In the event of any conflict between the Bidding Procedures and this summary of the Bidding Procedures, the provisions of the Bidding Procedures control. Capitalized terms used but not otherwise defined in this summary have the meanings ascribed to them in the Bidding Procedures.

burdensome or conditional to the Sellers than, those contained in the Agreement, (ii) have a value greater than the purchase price reflected in the Agreement, plus the amount of the Break-Up Fee, plus \$1,000,000, (iii) not be contingent on obtaining financing or the outcome of unperformed due diligence, (iv) not be conditioned on (A) bid protections, other than the bidding increments contemplated in the Bidding Procedures or (B) such bid being deemed the Successful Bid (as defined below) by the Sellers, (v) contain acknowledgements and representations that the bidder (A) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets prior to making its offer, (B) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Purchased Assets in making its bid, and (C) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Purchased Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the marked agreement, and (vi) include a commitment to consummate the purchase of the Purchased Assets immediately upon completion of all closing conditions within Sellers' reasonable control, which may as early as 15 days after entry of the Sale Approval Order, or in the case of any governmental approvals, 60 days after entry of such order. The Sellers would retain the sole right to deem a bid a Qualified Bid even if such bid does not conform to one or more of the bid requirements described herein. Notwithstanding the foregoing, the Buyers would be deemed a Qualified Bidder, and the Agreement would be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale. A Qualified Bid would be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction. Each Qualified Bid other than the Agreement would be referred to as a "Subsequent Bid."

(f) Conduct Of Auction: If the Sellers receive at least one Qualified Bid in addition to that of the Buyers, they would conduct an auction (the "Auction") of the Purchased Assets at 10:00 a.m. (prevailing Eastern time) on December 6, 2007 or such later time as the Sellers notify all Qualified Bidders who have submitted Qualified Bids in accordance with the procedures outlined in the Bidding Procedures, which include: (i) attendance at the Auction would be limited to specified parties as outlined in the Bidding Procedures, (ii) at least two Business Days prior to the Auction, each Qualified Bidder with a Qualified Bid would inform the Sellers whether it intends to participate in the Auction and at least one Business Day prior to the Auction, the Sellers would provide such bidders and the UAW with copies of the Qualified Bid which the Sellers then believe would be the highest or otherwise best offer for the Purchased Assets, (iii) all Qualified Bidders would be entitled to be present for all Subsequent Bids, and (iv) bidding at the Auction would begin with the highest or otherwise best Qualified Bid, continue in minimum increments of at least \$1,000,000, and conclude after each participating bidder has had the opportunity to submit one or more additional Subsequent Bids.

(g) Selection Of Successful Bid: As soon as practicable after the conclusion of the Auction, the Sellers, in consultation with their advisors, would review each Qualified Bid and identify the highest or otherwise best offer for the Purchased Assets (the "Successful Bid") and the bidder making such bid (the "Successful Bidder"). The Sellers would sell the Purchased Assets for the highest or otherwise best Qualified Bid to the

Successful Bidder upon the approval of such Qualified Bid by this Court after the Sale Hearing.

(h) Sale Hearing: The Selling Debtor Entities request that the Sale Hearing be scheduled for _____ at 10:00 a.m. (prevailing Eastern time) and that the Sale Hearing could be adjourned or rescheduled by the Sellers without notice other than by an announcement of the adjourned date at the Sale Hearing.²¹ If no Qualified Bid other than that of the Buyers is received, the Sellers would proceed with the sale of the Purchased Assets to the Buyers, pursuant to the terms of the Agreement, as it may be modified by the Sale Approval Order, following entry of such order. If the Sellers receive additional Qualified Bids, then at the Sale Hearing, the Selling Debtor Entities could seek approval of the Successful Bid, as well as the second highest or best Qualified Bid (the "Alternate Bid," and such bidder, the "Alternate Bidder"). A bid would not be deemed accepted by the Sellers unless and until approved by this Court. Following approval of the sale to the Successful Bidder, if the Successful Bidder fails to consummate the sale for specified reasons, then the Alternate Bid would be deemed to be the Successful Bid and the Sellers would be permitted to effectuate a sale to the Alternate Bidder without further order of this Court.

(i) Return Of Good Faith Deposits: Good faith deposits of all Qualified Bidders (except for the Successful Bidder) would be held in an interest-bearing escrow account and all Qualified Bids would remain open until two business days following the closing of the Sale (the "Return Date"). Notwithstanding the foregoing, the good faith deposit submitted by the Successful Bidder, together with interest thereon, would be applied against the payment of the purchase price upon closing of the Sale to the Successful Bidder. If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, such Successful Bidder would forfeit its good faith deposit, and such good faith deposit would irrevocably become the property of the Sellers. On the Return Date, the Sellers would return the good faith deposits of all other Qualified Bidders, together with the accrued interest thereon.

(j) Reservation Of Rights: The Sellers, after consultation with the agents for its secured lenders' and the Creditors' Committee: (i) may determine which Qualified Bid, if any, is the highest or otherwise best offer and (ii) may reject, at any time, any bid (other than the Buyers' initial bid) that is: (A) inadequate or insufficient, (B) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (C) contrary to the best interests of the Sellers, including the Selling Debtor Entities, their estates, and their stakeholders as determined by the Selling Debtor Entities in their sole discretion.

L. Bid Protections

41. At various times over the course of the last year, the Buyers have expended, and likely would continue to expend, considerable time, money, and energy

²¹ The Sale Hearing would be set for a date at least six business days after the Auction. The Selling Debtor Entities will notify parties-in-interest of the Sale Hearing Date under the Notice Procedures described herein.

pursuing the purchase of the Interiors and Closures Businesses. Moreover, the Buyers have engaged in extended arm's length and good faith negotiations regarding a possible sale. The Buyers are not "insiders" of any of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code. The Agreement is the culmination of these efforts.

42. In recognition of this expenditure of time, energy, and resources, the Selling Debtor Entities have agreed to provide certain bid protections to the Buyers (the "Bid Protections"). Specifically, the Agreement provides for, and the Selling Debtor Entities respectfully request that this Court approve, a Break-Up Fee payable by the Sellers to the Buyers in the amount not to exceed \$2.4 million, which is approximately 3% of the Preliminary Purchase Price and 2.3% of the Purchase Price (includes Post-Closing Payments), if the Sellers, with certain exceptions, consummate an Alternative Transaction.

43. In addition, the Selling Debtor Entities respectfully request this Court's approval of the term in the Agreement providing for reimbursement of the Buyers' reasonable, actual out-of-pocket fees and expenses incurred in connection with the transactions contemplated by the Agreement, in an amount not to exceed \$250,000, which is 0.2% of the Purchase Price under certain circumstances.

44. If the Buyers become entitled to receive any Break-Up Fee or Expense Reimbursement, then such Break-Up Fee or Expense Reimbursement would be the sole and exclusive remedy of the Buyers, whether at law or in equity, for any breach by Delphi or any of its affiliates of the terms and conditions of the Agreement or the Deposit Escrow Agreement.

45. The Bid Protections were a material inducement for, and a condition of, the Buyers' entry into the Agreement. The Sellers believe that the Bid Protections are fair and

reasonable in view of (a) the intensive analysis, due diligence investigation, and negotiation undertaken by the Buyers in connection with the Sale and (b) the fact that the Buyers' efforts have increased the chances that the Sellers would receive the highest or otherwise best offer for the Purchased Assets.

46. The Buyers are unwilling to commit to hold open their offer to purchase the Purchased Assets under the terms of the Agreement without the approval of the Bid Protections and the Bidding Procedures Order. Thus, absent entry of the Bidding Procedures Order and approval of the Bid Protections, the Sellers would lose the opportunity to obtain what they believe to be the highest and best offer for the Purchased Assets.

47. Moreover, payment of the Break-Up Fee would not diminish the Selling Debtor Entities' estates. The Sellers would not expect to pay the Break-Up Fee unless they do so to accept an alternative Successful Bid, which must exceed the price offered by the Buyers by an amount sufficient to pay the Break-Up Fee. The Expense Reimbursement is a necessary cost of obtaining a binding commitment from the Buyers for the sale of the Interiors and Closures Businesses. The Selling Debtor Entities thus request that this Court authorize payment of the Bid Protections pursuant to the terms and conditions of the Agreement.

M. Assumption And Assignment Of Contracts

48. The Selling Debtor Entities seek authority under section 365 of the Bankruptcy Code to assume and assign the Assumed U.S. Contracts to the Buyers or the Successful Bidder, as the case may be. The approximate cost to cure the Assumed U.S. Contracts related to (i) the Interiors Business is \$3,023,017 and (ii) the Closures Business is \$8,111,724. With respect to the Assumed U.S. Contracts, at least 20 days prior to the Sale Hearing, the Selling Debtor Entities propose to file with this Court and serve on each non-Debtor party to an Assumed U.S. Contract a cure notice substantially in the form attached

hereto as Exhibit E (the "Cure Notice"). The Cure Notice would state, with respect to the Assumed U.S. Contracts, the cure amount that the Selling Debtor Entities believe is necessary to assume such contract or lease pursuant to section 365 of the Bankruptcy Code (the "Cure Amount") and would notify each party that such party's lease or contract would be assumed and assigned to the Buyers to be identified at the conclusion of the Auction. In addition, such Cure Amounts would be listed on a schedule to the Sale Approval Order. In connection with the proposed Sale, the Selling Debtor Entities also seek authority under section 363 of the Bankruptcy Code to assign the Post-Petition Contracts to the Buyers or the Successful Bidder, as the case may be. There are no past due obligations under the Post-Petition Contracts.

49. The Debtors propose that any objection to the Cure Amount would be required to be filed within ten days of the date of the Cure Notice and served as set forth in the Cure Notice. Any objection to the Cure Amount would be required to state with specificity what cure amount the party to the Assumed U.S. Contract believes is required, including appropriate documentation thereof. If no objection is timely received, the Cure Amount set forth in the Cure Notice would be controlling notwithstanding anything to the contrary in any Assumed U.S. Contract or other document, and the non-Debtor party to the Assumed U.S. Contract would be forever barred from asserting any other claims against the Selling Debtor Entities, the Buyers, or the Successful Bidder (as appropriate) or the property of any of them, as to such Assumed U.S. Contract.

50. In addition, at least 20 days prior to the Sale Hearing, the Selling Debtor Entities propose to file with this Court and serve on each non-Debtor party to an Assigned Contract a notice substantially in the form attached hereto as Exhibit F (the "Purchaser Assumption/Assignment Notice"). The Purchaser Assumption/Assignment Notice would

identify the Buyers as the party that would be assigned all of the Selling Debtor Entities' right, title, and interest in the Assigned Contracts, subject to completion of the bidding process provided under the Bidding Procedures.²² Non-Debtor parties to any Assumed U.S. Contract would be required to file an objection to the assumption and/or assignment of the Assumed U.S. Contract within ten days of service of the Purchaser Assumption/Assignment Notice, and such parties would be required to state, with specificity, the legal and factual basis of their objection, unless otherwise ordered by this Court.

51. At least 20 days prior to the Sale Hearing or on the business day following the Bid Deadline, whichever is later, the Selling Debtor Entities propose to send a notice (the "Qualified Bidder Assumption/Assignment Notice"), substantially in the form attached hereto as Exhibit G, to each non-Debtor party to an Assigned Contract identifying any Qualified Bidders as potential parties to which the Assigned Contracts would be assigned. The Qualified Bidder Assumption/Assignment Notice would give the Selling Debtor Entities the ability to address promptly any adequate assurance issues that contract parties may have with any of the Qualified Bidders. Non-Debtor counterparties to any Assumed U.S. Contract would be required to file an objection to the assumption and/or assignment of the Assumed U.S. Contract within ten days from the service of the Qualified Bidder Assumption/Assignment Notice, and such parties would be required to state, with specificity, the legal and factual basis of its objection, unless otherwise ordered by this Court.

²² The Selling Debtor Entities propose to serve the Purchaser Assumption/Assignment Notice and the Qualified Bidder Assumption/Assignment Notice (as defined below) upon each non-Debtor counterparty to the Post-Petition Contracts as a means of fulfilling any requirement under the applicable contract to provide notice of assignment.

N. Notice Of Sale Hearing

52. Within five days after entry of the Bidding Procedures Order (the "Mailing Date"), the Selling Debtor Entities (or their agent) propose to serve the Motion, the Agreement, the proposed Sale Approval Order, the Bidding Procedures, and a copy of the Bidding Procedures Order by first-class mail, postage prepaid, upon (i) the U.S. Trustee, (ii) counsel for the Buyers, (iii) counsel for the Creditors' Committee, (iv) counsel for the Equity Committee, (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past six months,²³ (vi) all entities known to have asserted any lien, claim, interest, or encumbrance in or upon the Purchased Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (viii) all parties to Assigned Contracts, (ix) the United States Attorney's office, (x) the United States Department of Justice, (xi) the Securities and Exchange Commission, (xii) the Internal Revenue Service, (xiii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiv) such other entities as are required to be served with notices under the Supplemental Case Management Order.

O. Publication Notice

53. The Selling Debtor Entities also propose, pursuant to Fed. R. Bankr. P. 2002(l) and 2002(d), that publication of a notice of the Sale in a form substantially similar to

²³ All such entities would be served by electronic mail, in addition to overnight mail, to the extent the Debtors have electronic mail addresses for such parties.

the form annexed hereto as Exhibit H in the Wall Street Journal, the New York Times, the Dayton Daily News, and the Detroit Free Press by the Mailing Date or as soon as practicable thereafter, be deemed proper notice to any other interested parties whose identities are unknown to the Sellers.

P. The Troy Technical Center

54. In connection with the Sale, the Sellers would be subleasing a portion of a technical center in Troy, Michigan to the Buyers. This is reflected in the Troy Technical Center Sublease, an agreement ancillary to the Agreement. On September 28, 2007, DAS LLC entered into a sixth amendment of lease with 1401 Troy Associates Limited Partnership (the "Landlord") covering certain premises located at 1401 Crooks Road, Troy Michigan (the "Sixth Amendment"). A copy of the Sixth Amendment is attached hereto as Exhibit I. The technical center in Troy is part of the premises covered under the Sixth Amendment. Under the Sixth Amendment, the Landlord grants DAS LLC certain termination rights. Without these termination rights, DAS LLC would have had to consider rejecting the lease, because such lease relates, in part, to businesses it is seeking to sell or wind down. As a result of the Sixth Amendment, the Selling Debtor Entities could now provide the Buyers necessary access to the technical center in Troy immediately upon closing of the Sale.

55. DAS LLC believes that it is authorized to enter into and perform under the Sixth Amendment in the ordinary course of business under section 363(c) of the Bankruptcy Code, without this Court's approval. But, at the request, and upon the insistence, of the Landlord, the Selling Debtor Entities are seeking this Court's approval of the Sixth Amendment.

Applicable Authority

Q. Approval Of Bidding Procedures

56. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); see also In re Delaware & Hudson Ry. Co., 124 B.R. 169, 178-179 (D. Del. 1991).

57. The Second Circuit has held that, although the bankruptcy court sits as an "overseer of the wisdom with which the bankruptcy estate's property is being managed by the . . . debtor-in-possession," it must nevertheless resist becoming "arbiter of disputes between creditors and the estate." Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993). This Court's consideration of a debtor's section 363(b) motion is a "summary proceeding," intended merely as a means "to efficiently review the . . . debtor's decision[s] . . . in the course of the swift administration of the bankruptcy estate. It is not the time or place for prolonged discovery or a lengthy trial with disputed issues." Id. at 1098-99.

58. Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res.), 147 B.R. 650, 656 (S.D.N.Y. 1992)(citations omitted). Thereafter, "[p]arties

opposing the proposed exercise of a debtor's business judgment have the burden of rebutting the presumption of validity." Id. To satisfy its burden, it is not enough for an objector simply to raise and argue an objection. Rather, an objector "is required to produce some evidence respecting its objections." Lionel Corp., 722 F.2d at 1071.

59. As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be "so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice." In re Aerovox, Inc., 269 B.R. 74, 80 (Bankr. D. Mass. 2001) (citations omitted).

60. As set forth above, the Sellers have sound business justifications for pursuing a sale process at this time. Although the Sellers believe that the Interiors and Closures Businesses are fundamentally strong, the Interiors and Closures Businesses do not fit the Debtors' anticipated product portfolio under their transformation plan. Thus, the Selling Debtor Entities have determined that the Interiors and Closure Businesses' value would be maximized through their divestiture. Moreover, delaying the sale of the Purchased Assets may result in the erosion of the Interiors and Closures Businesses' value. Accordingly, there is a sound business purpose for pursuing the sale process promptly and in accordance with the Bidding Procedures.

61. Moreover, a prospective purchaser of assets from a chapter 11 debtor may be reluctant to make an offer because it knows that even if it reaches agreement with the debtor, its offer will be subject to a higher bid by another party. Pre-approved bidding procedures address these concerns by assuring initial bidders that any auction procedure would be reasonable. Thus, the Selling Debtor Entities submit that the use of the Bidding Procedures also reflects sound business judgment.

R. Approval Of The Bid Protections

62. Bidding incentives encourage potential bidders to invest the requisite time, money, and effort to negotiate with a debtor and perform the necessary due diligence attendant to the acquisition of a debtor's assets, despite the inherent risks and uncertainties of the chapter 11 process. See, e.g., In re 995 Fifth Ave. Assocs., L.P., 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (bidding incentives may "be legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking") (citation omitted). Bankruptcy courts often approve bidding incentives under the business judgment rule. See In re Global Crossing Ltd., 295 B.R. 726, 744 (Bankr. S.D.N.Y. 2003) ("[N]o litigant has seriously argued the inapplicability of the business judgment test, and if any such argument had been made, the Court would be compelled . . . to reject it."); United States Trustee v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.), No. 02 Civ. 2854, 2003 WL 21738964, at *8 n.13 (S.D.N.Y. July 28, 2003) (the court should approve agreements providing bidding incentives "unless they are unreasonable or appear more likely to chill the bidding process than to enhance it"). One court, explaining the force of the business judgment rule in this context, stated "the business judgment rule does not become inapplicable simply because a court decides a break-up fee is too large." Integrated Resources, 147 B.R. at 660.

63. This district has established a three part test for determining when to permit bidding incentives. Id. at 657-58. The three questions for a court to consider when assessing a break-up fee are: "(1) is the relationship of the parties who negotiated the break-up fee tainted by self-dealing or manipulation; (2) does the fee hamper, rather than encourage, bidding; and (3) is the amount of the fee unreasonable relative to the proposed purchase price." Id. at 657.

64. Here, the Selling Debtor Entities seek authority to utilize the Bidding Process and Bid Protections in the event that the Buyers are not ultimately the Successful Bidder or must increase the Buyers' bid price to become the Successful Bidder. The Bid Protections are fair and reasonable in amount, particularly in view of the efforts previously made and to be made by the Buyers and the risk to the Buyers of being used as a stalking horse. Moreover, the maximum payment under the proposed Bid Protections – the \$2.4 million Break-Up Fee (approximately 3% of the Preliminary Purchase Price and 2.3% of the Purchase Price) – not only constitutes a fair and reasonable percentage of a proposed purchase price, but is within the range that is customary for similar transactions of this type in the bankruptcy context. See, e.g., In re Allegiance Telecom, Inc., Case No. 03-13057 (RDD) (Bankr. S.D.N.Y. 2004) (allowing 2.8% break-up fee and expense reimbursement provision in asset sale agreement); In re Enron Corp., Case No. 01-16034 (AJG) (Bankr. S.D.N.Y. 2004) (approving 3% break-up fee if debtor closed superior transaction); In re Genuity Inc., Case No. 02-43558 (PCB)(Bankr. S.D.N.Y. 2002) (allowing 4.13% break-up fee if court approved alternative transaction); In re PSINet, Inc., Case No. 01-13213 (REG) (Bankr. S.D.N.Y. 2001) (permitting 4.28% break-up fee in the event that seller consummated transaction with alternative bidder); In re Teligent, Inc., Case No. 01-12974 (SMB) (Bankr. S.D.N.Y. 2001) (allowing break up fee ranging from 1.3% to 4.25% depending on value of alternative transaction). In addition, the payment of the Break-Up Fee or the Expense Reimbursement, as the case may be, is reasonable in light of the significant investment in time and resources that the Buyers would have contributed as the stalking horse bidder.

65. The Selling Debtor Entities submit that the Bidding Procedures and the Bid Protections have encouraged competitive bidding because the Buyers would not have

entered into the Agreement without such provisions. The Bidding Procedures and the Bid Protections have thus induced a bid that otherwise would not have been made. Finally, the mere existence of the Bidding Procedures and Bid Protections permits the Sellers to insist that competing bids be materially higher or otherwise better than the Agreement, which would produce a clear benefit to the Selling Debtor Entities, their estates, and their stakeholders.

S. Sale Of The Purchased Assets Free And
Clear Of Liens, Claims, Encumbrances, And Interests

66. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property free and clear of any lien, claim, or interest in such property if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

67. Here, section 363(f) of the Bankruptcy Code permits the Selling Debtor Entities to sell the Purchased Assets free and clear of all liens, claims, and encumbrances, other than the Permitted Encumbrances.²⁴ Excluding Permitted Encumbrances, each lien, claim, or encumbrance that is not the result of an assumed liability satisfies at least one of the five conditions of section 363(f), and the Selling Debtor Entities submit that any such lien, claim, or

²⁴ As a result of intense negotiations, certain liabilities will be assumed by the Buyers or the Successful Bidder, as the case may be.

encumbrance would be adequately protected by attachment to the net proceeds of the Sale, subject to any claims and defenses that the Selling Debtor Entities may possess with respect thereto. Accordingly, except for the liens resulting from the Assumed Liabilities or the Permitted Encumbrances, the Selling Debtor Entities request that the Purchased Assets be transferred to the Successful Bidder(s) free and clear of all liens, claims, and encumbrances, with such liens, claims, and encumbrances to attach to the proceeds of the Sale of the Purchased Assets.

T. The Buyers Are Good Faith Purchasers Pursuant To
Section 363(m) Of The Bankruptcy Code And The Transaction
Contemplated By The Agreement Should Carry The
Protections Of Section 363(n) Of The Bankruptcy Code

68. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Although the Bankruptcy Code does not define "good faith," the Second Circuit Court of Appeals in In re Gucci has held that the:

good faith of a purchaser is shown by the integrity of his conduct during the course of the sale proceedings; where there is a lack of such integrity, a good faith finding may not be made. A purchaser's good faith is lost by "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders."

Licensing by Paolo, Inc. v. Sinatra (In re Gucci), 126 F.3d 380, 390 (2d. Cir. 1997) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting former Bankruptcy Rule 805, the precursor of section 363(m))); see also Evergreen Int'l Airlines Inc. v. Pan Am Corp. (In re Pan Am Corp.), No. 91 Civ. 8319, 1992 WL 154200, at *4 (S.D.N.Y. June 18, 1992); In re Sasson Jeans, Inc., 90 B.R. 608, 610 (S.D.N.Y. 1988).

69. Section 363(n) of the Bankruptcy Code further provides, in relevant part, that:

The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount.

11 U.S.C. § 363(n).

70. The Selling Debtor Entities submit, and will present evidence at the Sale Hearing, that the Agreement reflects an intensely negotiated, arm's length transaction. Indeed, these negotiations have continued, on and off, for approximately one year. Throughout the negotiations, the Purchaser has at all times acted in good faith. Moreover, to the extent that the assets are sold to a Successful Bidder, it will be because of a well planned competitive process and intense negotiations at arm's length to be conducted at an Auction. As a result of the foregoing, the Selling Debtor Entities request that the court make a finding that the Purchaser Price to be paid by the Purchaser constitutes reasonably equivalent value and fair consideration under any applicable law.

71. Throughout the negotiations, the Buyers have at all times acted in good faith. Moreover, to the extent that the assets are sold to a Successful Bidder, it would be because of a well planned competitive process and intense negotiations at arm's length to be conducted at the Auction. The Selling Debtor Entities, therefore, request that this Court make a finding that the Buyers or the Successful Bidder, as the case may be, have purchased the Purchased Assets and assumed the Assigned Contracts and Assumed Liabilities in good faith within the meaning of section 363(m) of the Bankruptcy Code. Because a key element of a good faith finding is that the Buyers' successful bid is not the product of fraud or collusion

between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders, the Selling Debtor Entities further request that this Court make a finding that the transactions contemplated by the Agreement are not avoidable under section 363(n) of the Bankruptcy Code.

U. Relief From Transfer Taxes Under Section 1146(c) Of the Bankruptcy Code

72. Bankruptcy Code section 1146(c) provides that "[t]he issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under a plan confirmed under section 1129 of this title, may not be taxed under any law imposing a stamp tax or similar tax." 11 U.S.C. § 1146(c). This language has been construed to include transfers pursuant to a sale outside of, but in furtherance of effectuating, a reorganization plan. See City of New York v. Jacoby-Bender, Inc. (In re Jacoby-Bender, Inc.), 758 F.2d 840, 842 (2d Cir. 1985) (holding that when transfer is necessary to consummation of plan, transfer is "under a plan" within meaning of section 1146(c)); In re United Press Int'l, Inc., No. 91 B 13955, 1992 Bankr. LEXIS 842, at *4 (Bankr. S.D.N.Y. May 18, 1992) (holding that section 1146(c) exemption applied to section 363 sale in instance in which it found "the value of the Debtor's assets . . . likely to deteriorate [during] time necessary to . . . confirm a plan"); In re Beulah Church of God In Christ Jesus, Inc., 316 B.R. 41, 50-51 (Bankr. S.D.N.Y. 2004) (stating that determination of applicability of section 1146(c) exemption depends on whether transfers are in view of, and integral to, a Chapter 11 plan that is subsequently confirmed); City of New York v. Smoss Enters. Corp. (In re Smoss Enters. Corp.), 54 B.R. 950, 951 (E.D.N.Y. 1985) (stating that section 1146(c) was designed to reach transfer of assets, on which "plan hinged and which the court had to approve prior to the confirmation").

73. As set forth above, as part of their transformation plan, the Selling Debtor Entities have identified non-core product lines, including the Interiors and Closures

Businesses, that do not fit into the company's future strategic framework, and have planned to sell or wind-down these product lines. As mentioned above, on September 6, 2007, the Debtors filed the Plan. Section 7.30 of the Plan contemplates the Debtors selling assets outside the Plan, but obtaining relief as if such divestitures were part of the Plan. Thus, this sale process may continue after a plan has already been filed, which would squarely satisfy Beulah Church. See Beulah Church, 316 B.R. at 50-51. In light of the foregoing, the Selling Debtor Entities submit that the Sale should be exempt under section 1146(c) of the Bankruptcy Code from any stamp, transfer, sales, recording, or similar taxes.

V. The Assumption And Assignment Of The Assumed U.S. Contracts

74. Section 365(f)(2) of the Bankruptcy Code provides that:

The trustee may assign an executory contract or unexpired lease of the debtor only if –

(A) the trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2).

75. Under section 365(a) of the Bankruptcy Code a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Section 365(b)(1) of the Bankruptcy Code, in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor. It provides:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of the assumption of such contract or lease, the trustee –

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

76. Courts give the phrase "adequate assurance of future performance" a "practical, pragmatic construction." EBG Midtown S. Corp. v. Mcharen/Hart Env'tl. Eng'g Corp. (In re Sanshoe Worldwide Corp.), 139 B.R. 585, 592 (S.D.N.Y. 1992), aff'd, 993 F.2d 300 (2d Cir. 1993) (presence of adequate assurance should be "determined under the facts of each particular case"); see also In re Fifth Ave. Originals, 32 B.R. 648, 652 (Bankr. S.D.N.Y. 1983) (holding that adequate assurance was furnished on two separate grounds). Courts have consistently held that the phrase does not require total assurances. See In re Natco Indus., Inc., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) ("[I]t does not mean absolute insurance that the debtor will thrive and make a profit."); In re Prime Motor Inns, Inc., 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994) (although no single solution will satisfy every case, the required assurance will fall "considerably short of an absolute guaranty of performance"). In fact, adequate assurance has been provided by demonstrating the Buyers' financial health and experience in managing the type of enterprise or property assigned. See In re Bygaph, Inc., 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance existed when prospective assignee of lease from debtor had financial resources and had expressed willingness to devote sufficient funding to business to give it strong likelihood of succeeding).

77. To the extent that any defaults exist under any prepetition executory contract or unexpired lease that is to be assumed and assigned in connection with the sale of the Purchased Assets or any portion thereof, the Selling Debtor Entities would cure any such

default. As set forth above, Renco affiliates generate revenue in excess of \$3.5 billion annually. The Buyers have the financial resources to perform under the Assumed U.S. Contracts. Moreover, if necessary, the Selling Debtor Entities will adduce facts at the Sale Hearing demonstrating the financial wherewithal of the Buyers or the Successful Bidder, as the case may be, their experience in the industry, and their willingness and ability to perform under the contracts to be assumed and assigned to them.

78. The Sale Hearing therefore will provide this Court and other parties-in-interest ample opportunity to evaluate and, if necessary, challenge the ability of the Buyers or the Successful Bidder(s) to provide adequate assurance of future performance under the contracts to be assumed. This Court therefore should have a sufficient basis to authorize the Selling Debtor Entities to assume and assign the Assumed U.S. Contracts as set forth in the Agreement.

W. Conclusion

79. The Selling Debtor Entities submit that the granting of the Bidding Procedures, Bid Protections, and Notice Procedures, the setting of a Sale Hearing, and the entry of an order approving the Sale of the Purchased Assets free and clear of liens, claims, and encumbrances, the assumption and assignment of the Assigned Contracts, and the assumption of the Assumed Liabilities by the Buyers or the Successful Bidder (as the case may be) are in the best interests of the Selling Debtor Entities' estates and will maximize value for all stakeholders.

Notice

80. Notice of this Motion has been provided in accordance with the Supplemental Case Management Order and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered October 26, 2006 (Docket No. 5418). Specifically, the Selling Debtor Entities have provided notice of this Motion on the Master Service List (as defined in the Supplemental Case Management Order), each party who filed a notice of appearance or request for documents in accordance with Bankruptcy Rule 2002, and all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past 14 months. Further, after entry of the Bidding Procedures Order, notice with respect to the Motion and Sale would be provided in accordance with the Notice Procedures described herein. In addition, the Debtors have complied with the Supplemental Case Management Order with respect to the filing of this Motion and the need for expedited relief.²⁵ In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

81. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Selling Debtor Entities respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the

²⁵ The Debtors have noticed this Motion for the omnibus hearing on October 25, 2007. In compliance with the terms of the Supplemental Case Management Order, the Debtors have consulted with counsel to the Creditors' Committee regarding the relief sought in this Motion as well as the timing of its filing. The Debtors have been informed that the Creditors' Committee has consented to this Motion being heard on October 25, 2007. Because this Motion is being filed on less than 20 days' notice, parties-in-interest will have until October 22, 2007 to file an objection to entry of the Bidding Procedures Order.

Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Selling Debtor Entities respectfully request that this Court enter an order (a) (i) approving the Bidding Procedures, (ii) granting the Bid Protections, (iii) approving the Notice Procedures, and (iv) setting the Sale Hearing, (b) approving (i) the Sale of the Purchased Assets free and clear of liens, claims, and encumbrances to the Buyers or to the Successful Bidder, (ii) the assumption and assignment of the Assigned Contracts to the Buyers or the Successful Bidder, and (iii) the assumption of the Assumed Liabilities by the Buyers or the Successful Bidder, and (c) granting them such other and further relief as is just.

Dated: New York, New York
October 15, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit C

Sale Approval Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER UNDER 11 U.S.C. §§ 363, 365, AND 1146 AND FED. R. BANKR. P. 2002, 6004,
6006, AND 9014 AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF
DEBTORS' ASSETS COMPRISING SUBSTANTIALLY ALL THE ASSETS OF THE
COCKPITS AND INTERIOR SYSTEMS AND INTEGRATED CLOSURE SYSTEMS
BUSINESSES FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (II)
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND
(III) ASSUMPTION OF CERTAIN LIABILITIES

("INTERIORS AND CLOSURES BUSINESSES SALE APPROVAL ORDER")

Upon the motion, dated October 15, 2007 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. §§ 363, 365, and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (a) (i) approving the bidding procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale notices, and (iv) setting a sale hearing date (the "Sale Hearing") and (b) authorizing and approving (i) the sale (the "Sale") of certain of the Debtors' assets (the "Purchased Assets") comprising substantially all the assets that comprise the Cockpits and Interior Systems and Integrated Closure Systems Businesses (the "Interiors and Closures Businesses"), free and clear of liens, claims, and encumbrances, to Inteva Products, LLC. and certain of its affiliates (the "Buyers") pursuant to the Master Sale and Purchase Agreement, dated October 15, 2007 (the

"Agreement," a copy of which is attached hereto as Exhibit A), by and between Delphi and certain of its affiliates, including certain affiliated Debtors as set forth in the Agreement (the "Selling Debtor Entities"),¹ and the Buyers or to the party submitting the highest or otherwise best bid (the "Successful Bidder"), (ii) the assumption and assignment of certain prepetition executory contracts and unexpired leases (the "Assumed U.S. Contracts") and the assignment of certain postpetition executory contracts and unexpired leases (the "Postpetition Contracts," and collectively with the Assumed U.S. Contracts, the "Assigned Contracts") to the Buyers or the Successful Bidder, and (iii) the assumption of certain liabilities (the "Assumed Liabilities") by the Buyers or the Successful Bidder; and the Court having entered an order on October [●], 2007 (the "Bidding Procedures Order")(Docket No. ____)(a) approving bidding procedures, (b) granting certain bid protections, (c) approving the form and manner of sale notices, and (d) setting the Sale Hearing; and the Sale Hearing having been held on [_____], at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Selling Debtor Entities, their estates, their stakeholders, and all other parties-in-interest; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:²

¹ Under the Agreement, the Selling Debtor Entities are comprised of Delphi, Delphi Automotive Systems LLC, Delphi Automotive Systems (Holdings) Inc., and Delphi Technologies, Inc. Certain assets will be sold under the Agreement by non-Debtor affiliates of the Selling Debtor Entities listed on Schedule 1 to the Agreement. The Selling Debtor Entities and the selling non-Debtor affiliates are collectively referred to as the "Sellers."

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 363, 365, and 1146 of 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assumed U.S. Contracts, and the Cure Amounts has been provided in accordance with 11 U.S.C. §§ 102(l), 363, and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014, (ii) such notice was good, sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the assumption and assignment of the Assumed U.S. Contracts or assignment of the Postpetition Contracts is necessary.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Selling Debtor Entities have marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order.

E. The Selling Debtor Entities (i) have full power and authority to execute the Agreement and all other applicable documents contemplated thereby, and the transfer and conveyance of the Purchased Assets by the Selling Debtor Entities has been duly and validly authorized by all necessary action of the Selling Debtor Entities, (ii) have all of the power and

authority necessary to consummate the transactions contemplated by the Agreement, and (iii) have taken all action necessary to authorize and approve the Agreement and to consummate the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Selling Debtor Entities to consummate such transactions.

F. The Selling Debtor Entities have demonstrated (i) good, sufficient, and sound business purposes and justification for the Sale because, among other things, the Selling Debtor Entities and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Purchased Assets and determined that (a) the terms and conditions set forth in the Agreement, (b) the transfer to Buyers of the Purchased Assets pursuant thereto, and (c) the Purchase Price agreed to as reflected in the Agreement are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Purchased Assets and (ii) that compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization exist because, among other things, absent the Sale the value of the Purchased Assets will be substantially diminished.

G. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Buyers, (iii) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases, (iv) counsel for the official committee of equity security holders appointed in these chapter 11 cases, (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets during the past six months, (vi) all entities known to have asserted any Interests and/or Claims (as defined below) in or upon the Purchased

Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the Motion, (viii) all parties to Assigned Contracts, (ix) the United States Attorney's office, (x) the United States Department of Justice, (xi) the Securities and Exchange Commission, (xii) the Internal Revenue Service, (xiii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(M), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiv) such other entities as are required to be served with notices under the Supplemental Case Management Order.

H. The Buyers are not "insiders" of any of the Debtors as that term is defined in 11 U.S.C. § 101(31).

I. The Agreement was negotiated, proposed, and entered into by the Selling Debtor Entities and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Selling Debtor Entities nor the Buyers have engaged in any conduct that would cause or permit the Sale to be avoidable under 11 U.S.C. § 363(n).

J. The Buyers are good faith purchasers under 11 U.S.C. § 363(m) and, as such, are entitled to all of the protections afforded thereby. The Buyers will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this order.

K. The consideration provided by the Buyers for the Purchased Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Selling Debtor Entities'

stakeholders than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

L. The Sale must be approved and consummated promptly to preserve the viability of the Interiors and Closures Businesses as a going concern. The Sale is in contemplation of, and a necessary condition precedent to, a reorganization plan for the Debtors and, accordingly, constitutes a transfer to which section 1146(c) of the Bankruptcy Code applies.

M. The transfer of the Purchased Assets to the Buyers will be a legal, valid, and effective transfer of the Purchased Assets, and in the case of the Purchased Assets of the Selling Debtor Entities, shall vest the Buyers with all right, title, and interest of the Selling Debtor Entities to the Purchased Assets free and clear of any and all liens, claims, interests, and encumbrances of any type whatsoever (whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), including but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities' or the Purchaser's interest in the Purchased Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the

operation of the Interiors and Closures Businesses prior to the Closing Date, including the transfer of the Purchased Assets to the Buyers (collectively, the "Interests and/or Claims").

N. If the Sale of the Purchased Assets with respect to the Selling Debtor Entities were not free and clear of all Interests and/or Claims as set forth in the Agreement and this order, or if the Buyers would, or in the future could, be liable for any of the Interests and/or Claims as set forth in the Agreement and this order, the Buyers would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Selling Debtor Entities, their estates, and their stakeholders.

O. The Selling Debtor Entities may sell their interests in the Purchased Assets free and clear of all Interests and/or Claims because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Interests and/or Claims who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to 11 U.S.C. § 363(f)(2). Those holders of Interests and/or Claims who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f), and all holders of Interests and/or Claims are adequately protected by having their Interests and/or Claims, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest or Claim with the same priority, validity, force, and effect as they attached to such property immediately before the closing of the Sale.

P. Except as expressly provided in the Agreement, the (i) transfer of the Purchased Assets to the Buyers and (ii) assumption and/or assignment to the Buyers of the Assigned Contracts and Assumed Liabilities will not subject the Buyers to any liability whatsoever with respect to the operation of the Interiors and Closures Businesses prior to the

Closing of the Sale, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any theory of equitable law, antitrust, or successor or transferee liability.

Q. The Selling Debtor Entities have demonstrated that it is an exercise of their sound business judgment to assume and/or assign the Assigned Contracts as applicable to the Buyers in connection with the consummation of the Sale, and the assumption and/or assignment of the Assigned Contracts is in the best interests of the Selling Debtor Entities, their estates, and their creditors. The Assigned Contracts being assigned to, and the liabilities being assumed by, the Buyers are an integral part of the Purchased Assets being purchased by the Buyers and, accordingly, such assumption and/or assignment of Assigned Contracts and liabilities is reasonable and enhances the value of the Selling Debtor Entities' estates.

R. The Selling Debtor Entities have (i) cured, or have provided adequate assurance of cure of, any default existing prior to the Closing of the Sale under any of the Assumed U.S. Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A), by payment of the amounts provided on Schedule 1 hereto and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed U.S. Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(B). The Buyers have provided adequate assurance of their future performance of and under the Assumed U.S. Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). Pursuant to 11 U.S.C. § 365(f), the Assumed U.S. Contracts to be assumed and assigned under the Agreement shall be assigned and transferred to, and remain

in full force and effect for the benefit of, the Buyers notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

S. Approval of the Agreement and consummation of the Sale of the Purchased Assets and assignment of the Assigned Contracts at this time are in the best interests of the Selling Debtor Entities, their stakeholders, their estates, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.
3. Pursuant to 11 U.S.C. § 363(b), the Selling Debtor Entities are authorized, but not directed, to perform their obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.
4. Each of the signatories to the Agreement is authorized, but not directed, to take all actions necessary or appropriate to effectuate the terms of this order.
5. The Selling Debtor Entities are authorized, but not directed, to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together

with all additional instruments and documents as may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Buyers for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Purchased Assets and the Assigned Contracts, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This order and the Agreement shall be binding in all respects upon all stakeholders (whether known or unknown) of the Debtors, the Buyers, all successors and assigns of the Buyers and the Selling Debtor Entities, all affiliates and subsidiaries of the Buyers and the Selling Debtor Entities, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. To the extent that any provision of this order is inconsistent with the terms of the Agreement, this order shall govern.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

Sale And Transfer Of The Purchased Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this order, pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Selling Debtor Entities' right, title, and interest in the Purchased Assets shall be transferred to the Buyers free and clear of all Interests and/or Claims, with all such Interests and/or Claims to attach to the cash proceeds of the Sale in the order of their priority, with the

same validity, force, and effect which they had as against the Purchased Assets immediately before such transfer, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto.

9. The transfer of the Purchased Assets to the Buyers pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Buyers with all right, title, and interest of the Selling Debtor Entities in and to the Purchased Assets free and clear of all Interests and/or Claims of any kind or nature whatsoever.

10. If any person or entity which has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests and/or Claims against or in the Purchased Assets shall not have delivered to the Selling Debtor Entities prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests and/or Claims that the person or entity has with respect to the Purchased Assets, or otherwise, then (a) the Selling Debtor Entities are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Buyers are hereby authorized to file, register, or otherwise record a certified copy of this order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests and/or Claims in the Purchased Assets of any kind or nature whatsoever.

11. This order (a) shall be effective as a determination that, upon the Closing of the Sale, all Interests and/or Claims of any kind or nature whatsoever existing as to the Selling Debtor Entities or the Purchased Assets being sold by the Selling Debtor Entities prior to the

Closing of the Sale have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

12. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, and other stakeholders, holding Interests and/or Claims of any kind or nature whatsoever against or in the Selling Debtor Entities or the Purchased Assets being sold by the Selling Debtor Entities (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Interiors and Closures Businesses, the Purchased Assets being sold by the Selling Debtor Entities, the operation of the Interiors and Closures Businesses by the Selling Debtor Entities prior to the Closing of the Sale, or the transfer of the Purchased Assets to the Buyers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyers, their successors or assigns, their property, or the Purchased Assets, such persons' or entities' Interests and/or Claims. Nothing in this order or the Agreement releases or nullifies any Liability to a governmental agency under any environmental laws and regulations that any entity would be subject to as owner or operator of any Purchased Assets after the date of entry of this

order. Nothing in this order or the Agreement bars, estops, or enjoins any governmental agency from asserting or enforcing, outside the Court, any Liability described in the preceding sentence. Notwithstanding the above, nothing herein shall be construed to permit a governmental agency to obtain penalties from the Buyers for days violation of environmental laws and regulations prior to Closing.

Assumption And Assignment To The Purchaser Of The Assumed U.S. Contracts

13. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Selling Debtor Entities' assumption and assignment to the Buyers, and the Buyers' assumption on the terms set forth in the Agreement, of the Assumed U.S. Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f) with respect thereto are hereby deemed satisfied.

14. The Selling Debtor Entities are hereby authorized in accordance with 11 U.S.C. §§ 105(a), 363, and 365 to (a) assume and/or assign to the Buyers, effective upon the Closing of the Sale, the Assigned Contracts free and clear of all Interests and/or Claims of any kind or nature whatsoever and (b) execute and deliver to the Buyers such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts and Assumed Liabilities to the Buyers.

15. The Assumed U.S. Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyers in accordance with their respective terms, notwithstanding any provision in any such Assumed U.S. Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Selling Debtor

Entities shall be relieved from any further liability with respect to the Assumed U.S. Contracts after such assignment to and assumption of such contracts by the Buyers.

16. All defaults or other obligations of the Selling Debtor Entities under the Assumed U.S. Contracts arising or accruing prior to the Closing of the Sale (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Selling Debtor Entities in accordance with the terms of the Agreement, and the Buyers shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale, except as otherwise expressly provided in the Agreement. Each non-debtor party to any Assumed U.S. Contracts shall be deemed to have consented to the assumption and assignment of the Assumed U.S. Contracts to the Buyers and shall be forever barred, estopped, and permanently enjoined from asserting against the Selling Debtor Entities or the Buyers, or the property of any of them, any default existing, arising, or accruing as of the date of the Closing or any purported written or oral modification to the Assumed U.S. Contracts. The failure of the Debtors or the Buyers to enforce prior to the Closing of the Sale one or more terms or conditions of any Assumed U.S. Contracts shall not be a waiver of such terms or conditions or of the Debtors' or Buyers' rights to enforce every term and condition of any such Assumed U.S. Contracts.

Additional Provisions

17. The transactions contemplated by the Agreement, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the transactions contemplated by the Agreement shall be, and hereby are, exempt from the imposition and payment of all stamp taxes or any other similar taxes pursuant to section 1146(c) of the Bankruptcy Code.

18. The consideration provided by the Buyers for the Purchased Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, or possession thereof, or the District of Columbia.

19. Upon the Closing of the Sale, this order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets and the Assigned Contracts or a bill of sale transferring good and marketable title in such Purchased Assets and Assigned Contracts to the Buyers pursuant to the terms of the Agreement.

20. Upon the Closing of the Sale, each of the Selling Debtor Entities' creditors is authorized and directed to execute such documents and take all other such actions as may be necessary to release their respective Interests and/or Claims against the Purchased Assets, if any, as such Interests and/or Claims may have been recorded or may otherwise exist.

21. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

22. All entities which are currently, or as of the Closing of the Sale may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed pursuant to the Agreement are hereby directed to surrender possession of the Purchased Assets to the Buyers upon the Closing of the Sale.

23. All persons holding Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests and/or Claims of any kind or nature whatsoever against the Buyers, their property, their successors and assigns, or the Purchased Assets with respect to any Interest or Claim of any kind or nature whatsoever which such person or entity had, has, or may have against or in the Selling Debtor Entities, their estates, their officers, their directors, their shareholders, or the Purchased Assets. Following the Closing of the Sale, no holder of an Interest in or Claim against the Selling Debtor Entities shall interfere with the Buyers' title to or use and enjoyment of the Purchased Assets based on or related to such Interest or Claim or any actions that the Selling Debtor Entities may take, or have taken, in their chapter 11 cases.

24. The transactions contemplated by the Agreement are undertaken by the Buyers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Purchased Assets shall not affect the validity of the Sale to the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are purchasers in good faith of the Purchased Assets, and are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

25. The consideration provided by the Buyers for the Purchased Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

26. The Selling Debtor Entities, including, but not limited to, their officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this order. The Selling Debtor Entities shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this order.

27. The terms and provisions of the Agreement and this order shall be binding in all respects upon, and shall inure to the benefit of, the Selling Debtor Entities, their estates, and their stakeholders, the Buyers and their affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest or Claim against or in the Purchased Assets to be sold to the Buyers pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee or other fiduciary such terms and provisions likewise shall be binding.

28. The Selling Debtor Entities shall not propose, support, or seek confirmation of a plan of reorganization that is inconsistent with or derogate from the terms of the Agreement.

29. Notwithstanding anything contained herein to the contrary, the term "Purchased Assets" as defined herein does not include property that is not property of the Selling Debtor Entities' estates, such as funds that are trust funds under any applicable state lien laws.

30. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the

Purchased Assets sold, transferred, or conveyed to the Buyers on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

31. The failure specifically to include or to reference any particular provision of the Agreement in this order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

32. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Selling Debtor Entities' estates.

33. Nothing in this order shall alter or amend the Agreement and the obligations of the Sellers and the Buyers thereunder.

34. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Buyers, (b) compel delivery of the purchase price or performance of other obligations owed to the Selling Debtor Entities pursuant to the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this order, (e) protect the Buyers against any Interests and/or Claims against or in the Selling Debtor Entities or the Purchased Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (f) determine

all disputes among the Selling Debtor Entities, the Buyers, and any non-Debtor parties to any Assigned Contracts concerning, inter alia, the Selling Debtor Entities' assumption and/or assignment of any Assigned Contract to the Purchaser under the Agreement.

35. The purchase price shall be and hereby is allocated between the Selling Debtor Entities and the non-Debtor Sellers as set forth on Schedule 2.

36. The Selling Debtor Entities are authorized, but not directed, to enter into and perform under the sixth amendment of lease, dated September 28, 2007, by and between DAS LLC and 1401 Troy Associates Limited Partnership, covering certain premises located at 1401 Crooks Road, Troy, Michigan.

37. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
[_____]

UNITED STATES BANKRUPTCY JUDGE

Exhibit D

Sale And Purchase Agreement

MASTER SALE AND PURCHASE AGREEMENT

AMONG

DELPHI CORPORATION

AND

INTEVA PRODUCTS, LLC

DATED AS OF

October 15, 2007

TABLE OF CONTENTS

	<u>PAGE NO.</u>
1. DEFINITIONS	1
1.1 Certain Defined Terms	1
1.2 Other Interpretive Provisions	19
2. PURCHASE AND SALE.....	19
2.1 Transfers by Sellers and their Affiliates	19
2.2 Assumption of Liabilities Regarding Acquired Assets	21
2.3 Retained Liabilities	22
2.4 Deferred Items.....	23
3. PURCHASE PRICE; ADJUSTMENT; ALLOCATION.....	25
3.1 Deposit Amount.....	25
3.2 Preliminary Purchase Price	25
3.3 Preparation of Closing Inventory Statement.....	26
3.4 Preliminary Purchase Price Adjustments	27
3.5 Allocation of Purchase Price	30
4. REPRESENTATIONS AND WARRANTIES OF SELLERS	30
4.1 Organization	30
4.2 Authorization; Enforceability	30
4.3 JV Companies	31
4.4 Financial Statements.....	33
4.5 No Conflicts or Approvals	34
4.6 Sufficiency of Acquired Assets	34
4.7 Compliance with Law; Permits	35
4.8 Proceedings	35
4.9 Absence of Certain Changes.....	35
4.10 Tax Matters	35
4.11 Employee Benefits	35
4.12 Intellectual Property.....	36
4.13 Contracts	37
4.14 Environmental Matters	38
4.15 Insurance.....	40
4.16 Personal Property Assets, Inventory	40
4.17 Real Property	41
4.18 No Brokers' Fees.....	42
4.19 No Other Representations or Warranties	42
4.20 Fair Disclosure	42
5. REPRESENTATIONS AND WARRANTIES OF BUYERS.....	42
5.1 Organization	42
5.2 Authorization; Enforceability	42
5.3 No Conflicts or Approvals	43
5.4 Proceedings	43
5.5 Solvency	43
5.6 Anti-Money Laundering	43
5.7 Investment Representations.....	44
5.8 No Inducement or Reliance; Independent Assessment	44
5.9 Financial Ability	45
5.10 Adequate Assurance of Future Performance	45
5.11 No Brokers' Fees.....	45
5.12 Compliance with Laws.....	45
6. COVENANTS AND AGREEMENTS	45
6.1 Conduct of Business between Signing and Closing	45
6.2 Bankruptcy Actions.....	47
6.3 Assumed U.S. Contracts; Cure Amounts	47

6.4	Non-Competition	48
6.5	Tax Matters; Cooperation; Preparation of Returns; Tax Elections	49
6.6	Employees Matters.....	51
6.7	Contact with Customers and Suppliers	58
6.8	Technical Documentation	58
6.9	Books and Records and Litigation Assistance From and After Closing	59
6.10	Corporate Names	60
6.11	Intellectual Property Licenses.....	61
6.12	Intentionally Omitted.....	62
6.13	Competition Clearance	63
6.14	Further Actions	64
6.15	Further Assurances	64
6.16	Shared Items Transferred to Buyers; Transfer Pricing	64
6.17	Buyer's Financing Activities.....	64
6.18	Agency Designation	65
6.19	Customs Duties	65
6.20	Intracompany Transfers	65
6.21	Environmental Due Diligence	65
6.22	Transfer of Environmental Permits.....	66
6.23	Removal of Personal Property from Certain Locations	66
6.24	Mexican Newco	66
6.25	Certain Confidentiality Agreements	67
6.26	JV Companies Post-Closing Payments.....	67
6.27	Names Selected by Business for Post-Closing Usage.....	67
6.28	Troy Technical Center Landlord Estoppel and Nondisturbance	68
6.29	Certain Acquired Assets Located in Mexico	68
7.	CONDITIONS TO CLOSING	68
7.1	Conditions to Obligations of Seller and Buyer	68
7.2	Conditions to Obligations of Buyer	69
7.3	Conditions to Obligations of Sellers.....	70
8.	CLOSING	70
8.1	Closing Time and Date	70
8.2	Ancillary Agreements	70
8.3	Seller's Deliveries at Closing	72
8.4	Buyer's Deliveries at Closing.....	72
9.	TERMINATION	73
9.1	Termination	73
9.2	Break-Up Fee; Expense Reimbursement.....	74
9.3	Procedure and Effect of Termination.....	76
10.	BIDDING PROCEDURES.....	76
10.1	Delphi Initial Bankruptcy Actions	76
10.2	Qualified Bidder	76
10.3	Bid Deadline	77
10.4	Due Diligence	78
10.5	Bid Requirements	78
10.6	Qualified Bids	78
10.7	Bid Protection	79
10.8	Auction, Bidding Increments and Bids Remaining Open.....	80
10.9	Acceptance of Qualified Bids	81
10.10	Sale Hearing.....	81
10.11	Return of Good Faith Deposit.....	81
10.12	Reservation of Rights	82
11.	LIABILITY, INDEMNIFICATION	82
11.1	Limitations of Liability	82
11.2	Survival.....	82

11.3	Indemnification	82
11.4	Environmental Matters	84
11.5	Indemnification Procedures	88
11.6	Mitigation	89
11.8	Dispute Resolution	90
12.	MISCELLANEOUS	90
12.1	Fees and Expenses.....	90
12.2	Bulk Sales Laws	90
12.3	Payments in Dollars	90
12.4	Amendment	90
12.5	Assignment.....	90
12.6	Waiver	91
12.7	Notices	91
12.8	Entire Agreement	92
12.9	Counterparts.....	92
12.10	Publicity	92
12.11	Headings	92
12.12	Severability	92
12.13	Third Parties	92
12.14	Governing Law	93
12.15	Venue and Retention of Jurisdiction.....	93
12.16	Risk of Loss.....	93
12.17	Enforcement of Agreement	93

MASTER SALE AND PURCHASE AGREEMENT

THIS MASTER SALE AND PURCHASE AGREEMENT, dated as of October 15, 2007 between **DELPHI CORPORATION**, a Delaware corporation ("**Delphi**") on behalf of itself and the other entities set forth on Schedule 1, and **INTEVA PRODUCTS, LLC**, a Delaware limited liability company, on behalf of itself and the other buyers set forth on Schedule 1 (each a "**Buyer**" and, collectively, the "**Buyers**");

WHEREAS, Delphi, through its Affiliates referred to in this Agreement, is engaged in the Business (as hereinafter defined);

WHEREAS, the Securities Sellers (as hereinafter defined) own, directly or indirectly, the Sale Securities (as hereinafter defined);

WHEREAS, the Asset Sellers (as hereinafter defined) own the Acquired Assets (as hereinafter defined);

WHEREAS, on October 8, 2005 (the "**Petition Date**"), the Filing Affiliates (as hereinafter defined) filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§ 101 et seq. (as then amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"); and

WHEREAS, as contemplated by Sections 363, 365 and 1146 of the Bankruptcy Code, the Securities Sellers and the Asset Sellers desire to sell to the Buyers all of their right, title and interest in and to the Purchased Assets (as hereinafter defined), and Buyers desire to make such purchase, subject to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound, the Parties agree:

1. DEFINITIONS:

1.1 Certain Defined Terms. As used in this Agreement, the following terms have the meanings set forth below or in the sections referred to below:

"**Accounts Payable**" means all trade accounts payable and other obligations to pay suppliers and third parties to the extent arising from the conduct of the Business or relating to the Acquired Assets, including intercompany payables and all trade accounts payable to the extent not settled prior to the Closing Date.

"**Accounts Receivable**" means all trade accounts receivable and other rights to payment from customers to the extent arising from the conduct of the Business or relating to the Acquired Assets, including Intercompany Receivables and all other accounts or notes receivable, including customer payments owed to a Seller in connection with tools acquired on behalf of a customer, and the full benefit of all security for such accounts or notes, to the extent not paid prior to the Closing Date.

"**Acquired Assets**" – Section 2.1.2.

"Administrative Assets" mean books, records and other administrative assets primarily used or held for use in the Business, including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records and sale order files; provided, however, that Administrative Assets does not include Intellectual Property or Technical Documentation.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Master Sale and Purchase Agreement (including the Schedules and Exhibits referred to herein, each of which is incorporated herein by reference), as amended, modified or supplemented from time to time.

"Allocation" – Section 3.5.1.

"Alternate Bid(s)" – Section 10.10.

"Alternate Bidder(s)" – Section 10.10.

"Alternative Transaction" – Section 9.2.1.

"Ancillary Agreement(s)" means the Transfer Agreements and other agreements referred to in Section 8.2.

"Asset Buyer(s)" means the Buyers set forth on Schedule 1, with respect to the assets related to the manufacturing facilities, technical centers, technology and warehouses set forth opposite their names.

"Asset Seller(s)" means the Sellers set forth on Schedule 1, with respect to the assets related to the Manufacturing Facilities, technical centers, technology and warehouses set forth opposite their names.

"Assumed Liabilities" – Section 2.2.

"Assumed U.S. Contracts" – Section 6.3.

"Auction" – Section 10.8.

"Bankruptcy Cases" – Recitals.

"Bankruptcy Code" – Recitals.

"Bankruptcy Court" – Recitals.

"Bankruptcy Rules" mean the U.S. Federal Rules of Bankruptcy Procedure.

"Benchmark Inventory Amount" means the amount set forth in the statement of Inventory of the Business as of December 31, 2006, attached as Schedule 3.3.1.

"Benefit Guarantee Term Sheet" – Section 6.6.1.H

"Bid Deadline" – Section 10.3.

"Bidder Confidentiality Agreements" – Section 6.25.

"Bidding Procedures" – Section 10.1.

"Bidding Procedures Order" means the order of the Bankruptcy Court approving the Bidding Procedures and certain provisions of this Agreement, including, but not limited to, Buyers' right, under the terms and conditions set forth hereafter, to a Break-Up Fee or Expense Reimbursement.

"Bidding Process" – Section 10.1.

"Break-Up Fee" – Section 9.2.1.B.

"Business" means the design, testing, manufacture, development, marketing and sale of the Products by the Asset Sellers at the Manufacturing Facilities and Technical Centers and Sales Offices, except for the Excluded Assets and the JV Companies.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

"Buyer(s)" – Recitals.

"Buyer Indemnified Parties" – Section 11.3.2.

"Buyers' Representative" – Section 6.18.

"Cap Amount" - Section 11.3.2.B.

"Cash" means the sum of cash, cash equivalents and liquid investments plus all deposited but uncleared bank deposits and less all outstanding checks and electronic payments of the Business.

"Cash Contribution" means the tax effected at a rate of thirty-eight percent (38%), per unit cash flow, where cash flow equals per unit revenue less per unit: material cost, labor cost and plant burden cost (excluding depreciation and amortization). In the case where the low cost country site is an existing facility of the Business, plant burden cost refers only to the Incremental Plant Burden required to support the Columbus products at that site.

"Claims" mean all Losses, Liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses) whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

"Closing" – Section 8.1.

"Closing Date" – Section 8.1.

"Closing Inventory" - Section 3.4.1.A.

"Closing Inventory Statement" means the statement of Inventory of the Business (as adjusted in accordance with this Agreement) as of 11:59 P.M. (Eastern Standard Time) on the Closing Date, which statement will be prepared and delivered in accordance with Section 3.3.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreements" mean all collective bargaining agreements with any labor union, works council or other representative of Transferred Employees (including local agreements, amendments, supplements, letters and memoranda of understanding of any kind).

"Columbus Latch Operations" – Section 3.4.3.A.

"Columbus Manufacturing Services Agreement" means a manufacturing services agreement pursuant to which Delphi or its Affiliate will manufacture Buyers' requirements for those Products currently manufactured or contemplated to be manufactured at Delphi's Columbus, Ohio Manufacturing Facility, using machinery, equipment and tooling to be owned by Buyers.

"Combined Business" means the Business and Sellers' ownership interests in the JV Companies.

"Commitment Letter" – Section 5.9.

"Committee" – Section 10.3.

"Competent Authority" means a person, agency, department or subdivision thereof having governmental authority under an applicable Environmental Law, and/or a court or tribunal of competent jurisdiction.

"Competition/Investment Law" means any Law that is designed or intended to prohibit, restrict or regulate: (i) foreign investment; or (ii) antitrust, monopolization, restraint of trade or competition.

"Competitive Business" – Section 6.4.1.

"Compliance Matter" means an event, condition, activity, practice, action or omission at any Manufacturing Facility (other than the Grosspetersdorf, Austria, Vandalia, Ohio and Columbus, Ohio facilities) which gives rise to a breach or violation of an Environmental Law, but which excludes Environmental Contamination.

"Confidential Information Memorandum" means the Confidential Information Memoranda dated August 2006, relating to the Business.

"Confidentiality Agreement" means the confidentiality agreements between The Renco Group, Inc. and Delphi relating to the Sale, dated September 5, 2006 and September 6, 2006.

"Consent" means any consent, approval, authorization, waiver, permit, agreement, license, certificate, exemption, order, registration, declaration, filing or notice of, with or to any Person, or the expiration or termination of the waiting period under any Competition/Investment Law, in each case required to permit the consummation of any of the transactions contemplated by this Agreement.

"Contracts" mean purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, Software licenses, leases, product warranty or service agreements and other binding commitments, agreements, arrangements and undertakings of any nature.

"Controlled Group Liability" means any and all liabilities (i) under Title IV of ERISA, (ii) under Section 302 of ERISA, (iii) under Sections 412 and 4971 of the Code, (iv) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code, and (v) under corresponding or similar provisions of foreign laws or regulations.

"Copyrights" mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registrations, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein provided by international treaties or conventions; (ii) moral rights (including, without limitation, rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) semiconductor chip mask work registrations and applications therefore; and (v) rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Corporate Trademark Rights" means Trademark Rights used both in the Business and in other businesses conducted directly or indirectly by Delphi.

"CPA Firm" – Section 3.3.3.

"CRFMs" means condenser radiator fan modules included in Seller's HVAC operations.

"Cure Amounts" mean all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by Filing Affiliates and assignment to Buyers of the Assumed U.S. Contracts under the Sale Approval Order.

"Data Room" means the data room(s) in which the documents and information related to the Business, the Acquired Assets and JV Companies were disclosed to Buyers' representatives and counsel.

"Debt Obligations" mean obligations for borrowed money as evidenced by bonds, debentures, notes, financing or capital (as opposed to operating) leases and other similar instruments, letters of credit, performance bonds, bid bonds and other sureties of any kind or nature, and all guaranties of any of the foregoing.

"Deductible Amount" - Section 11.3.2.B.

"Defending Party" - Section 11.7.

"Deferred Items" – Section 2.4.1.

"Delphi" – Recitals.

"Demanding Party" – Section 11.7.

"Deposit Amount" – Section 3.1.

"Deposit Escrow Agreement" means the Deposit Escrow Agreement referred to in Section 8.2.5, dated as of the date hereof, executed by and among Buyers' Representative, Delphi and Escrow Agent concurrently with this Agreement.

"EBITDA" – Section 3.4.3.

"EC Merger Regulation" means Council Regulation (EEC) 4064/89 of the European Community, as amended.

"Effects MOU" – Section 6.6.2.

"Employee Benefit Plan" means any pension, savings, profit sharing, retirement, bonus, incentive, health, dental, death, accident, disability, stock purchase, stock option, stock appreciation, stock bonus, executive or deferred compensation, hospitalization, severance, vacation, sick leave, fringe or welfare benefits, any employment or consulting Contracts, collective bargaining agreements, "employee benefit plans" (as defined in Section 3(3) of ERISA), employee manuals, and written or binding oral statements of policies, practices or understandings relating to employment; provided, however, that for purposes of Section 4.11.2 and the first sentence of Section 4.11.3, **"Employee Benefit Plan"** shall not include oral statements of policies, practices or understandings.

"Encumbrance" means: (i) with respect to the Sale Securities or the equity interests in Mexican Newco, any voting trust, shareholder agreement, proxy or other similar restriction; and (ii) with respect to any property or asset (including the Sale Securities or any other shares of capital stock owned by Sellers, Buyers or their respective Affiliates) any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction or a similar law relating to security interests in and over personal property).

"Environment" means the following media (whether individually or commingled): air, water, surface water, groundwater (whether an aquifer or water below the surface of the ground), and ground (whether at the surface or below the surface) and all organisms, ecosystems, flora, and natural resources.

"Environmental Claim" means a Proceeding by any Person alleging Liability arising from: (i) the existence of, exposure to or a Release of Hazardous Materials; (ii) noncompliance with any Environmental Law; or (iii) Environmental Contamination. The term **"Environmental Claim"** shall include any claim by any Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and any claim by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence of

Hazardous Materials or arising from alleged injury or threat of injury to health or the Environment, but shall not include claims by employees or other persons pursuant to any occupational safety and health act or regulation.

"Environmental Contamination" means the presence of a Hazardous Material at, in, under, on or about the Environment above applicable regulatory criteria or in violation of applicable Environmental Laws.

"Environmental Damages" means Losses arising under or pursuant to any Environmental Law or Environmental Claim, but in all cases excluding Losses deemed consequential or loss of profit.

"Environmental Law" means all Laws applicable to the conduct and the operation of the Business, or to any current or prior activity conducted on the Real Property, in force on or prior to the Closing Date, and relating to: (i) pollution; (ii) the management, handling, generation, treatment, storage, disposal or release of, or exposure to, Hazardous Materials; or (iii) the protection of the Environment, public health or natural resources. Without limiting the generality of the foregoing, Environmental Laws include the federal Comprehensive Environmental Response, Compensation and Liability Act, the federal Resource Conservation and Recovery Act and the Michigan Natural Resources and Environmental Protection Act, all as amended, but shall not include claims by employees or other persons pursuant to any occupational safety and health act or regulation.

"Environmental Permits" mean any licenses, permits, authorizations and approvals issued by any Governmental Authority and required to be obtained or maintained by the Business in respect of the Acquired Assets under Environmental Laws material to the conduct and the operation of the Business.

"Equityholders' Committee" – Section 10.3.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Escrow Agent" means the escrow agent under the Deposit Escrow Agreement.

"Excluded Assets" – Section 2.1.3.

"Excluded Products" – Section 2.1.3.M.

"Excluded Software" means the Software identified on Schedule 2.1.3.O(iii).

"Expense Reimbursement" – Section 9.2.2.

"Filing Affiliates" mean Delphi and the following Affiliates of Delphi, each of which are included in the Bankruptcy Cases and operate certain portions of the Business or are Asset Sellers and/or Securities Sellers: Delphi Automotive Systems LLC, Delphi Automotive Systems (Holding), Inc. and Delphi Technologies, Inc.

"Final Inventory Statement" – Section 3.3.3.

"Financial Statements" – Section 4.4.

"Foreign Operations" mean the operations of the Business other than by any of the Filing Affiliates.

"Future Unaudited Financial Statements" – Section 4.4

"GAAP" means United States generally accepted accounting principles and practices as in effect from time to time.

"Good Faith Deposit" – Section 10.5.3.

"Governmental Approval" means any Consent of, with or to any Governmental Authority.

"Governmental Authority" means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

"Governmental Order" means, with respect to any Person, any judgment, order, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by or with any Governmental Authority and binding on such Person.

"Grievances" - Section 6.6.7.

"Grosspetersdorf Manufacturing Services Agreement" means a manufacturing services agreement pursuant to which Delphi or its Affiliate will manufacture Buyers' requirements for those Products currently manufactured at Delphi's Grosspetersdorf, Austria Manufacturing Facility, using machinery, equipment and tooling to be owned by Buyers.

"Hazardous Materials" means any substance, element, mixture, chemical, constituent, waste, pollutant, contaminant, or material which is regulated or can give rise to Liabilities or Losses under an Environmental Law or an Environmental Permit, including asbestos, petroleum or petroleum-based or petroleum-derived compounds, polychlorinated biphenyls, and noxious, radioactive, flammable, ignitable, toxic, corrosive, reactive or caustic compounds or materials (whether solid, liquid or gaseous).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"HVAC" means heating, ventilation and air conditioning.

"Hybrid CrossCar Beam" means an element of an automobile structure that provides the structural support for the vehicle cockpit incorporating additional features/functions through over-molded plastic content resulting in decreased mass and/or size of the ultimate cockpit.

"Inactive Employees" – Section 6.6.3.A

"Income Statements" – Section 4.4.

"Incremental Plant Burden" means additional expenses: (i) directly incurred by Buyer or its subsidiaries in connection with the low cost country site to which Columbus Products are relocated in order to manufacture Columbus Products at such site; and (ii) not included in the Financial Statements.

"Indemnifiable Losses" – Section 11.3.1

"Indemnification Claim" - Section 11.5.4.A

"Individual Claim Amount" - Section 11.3.2.B.

"Intellectual Property" means Patent Rights, Trademark Rights, Copyrights, Software, Trade Secrets and Know-How.

"Intercompany Receivables" mean the right of any Seller or its Affiliates to payment and performance of any Liabilities of the Business.

"Inventory" means finished goods, raw materials, work-in-process, packaging, stores, stock, supplies and other inventory, primarily used or held for use in the Business wherever located.

"IUE-CWA" means the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers AFL-CIO, the Industrial Division of the Communications Workers of America and its Local Union Number 711 (Gadsden).

"JV Audited Financial Statements" – Section 4.3.5.

"JV Company(ies)" means the following joint ventures which are engaged in the manufacture, development and sale of Products: Shanghai Delphi Automotive Door Systems, Co., Limited and KDS Company, Ltd.

"JV Financial Statements" – Section 4.3.5.

"JV Licensed Intellectual Property" – Section 4.3.11.

"JV Material Contracts" – Section 4.3.12.

"JV Owned Intellectual Property" – Section 4.3.11.

"JV Partner Consent" means any required consent and waiver of any right of first refusal from the partner in each JV Company to Delphi's sale of the Sale Securities.

"Know-How" means proprietary technical and business knowledge and information, regardless of whether recorded and, if recorded, regardless of the media in which it is recorded, such knowledge and information including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

"Knowledge of Buyers" or **"Buyers' Knowledge"** (or a similar phrase) means the actual knowledge, after reasonable inquiry of the individuals listed on Schedule 1.1.A, without imputation of the knowledge of any other Person.

"Knowledge of Sellers" or **"Sellers' Knowledge"** (or a similar phrase) means the actual knowledge, after reasonable inquiry of the individuals listed on Schedule 1.1.B, without imputation of the knowledge of any other Person; provided, however, that: (i) for purposes of Section 4.14 (Environmental Matters), **"Knowledge of Sellers"** or **"Sellers' Knowledge"** means the actual knowledge of: (a) the Divisional Environmental Manager, after reasonable inquiry of those individuals who, in the ordinary course of their employment with Delphi, would be expected to have knowledge of the matters addressed in Section 4.14 hereof, as listed on Schedule 1.1B; and (b) such listed individuals, in any case, without imputation of the knowledge of any other Person; and (ii) for purposes of Section 4.3 (JV Companies), **"Knowledge of Sellers"** or **"Sellers' Knowledge"** means the actual knowledge of the business line executive of the Combined Business and the chief financial officers of the JV Companies, without imputation of the knowledge of any other Person.

"Law" means any and all applicable laws, rules, regulations, directives, decrees, treaties, statutes, provisions of any constitution and principles (including principles of the common law) of any Governmental Authority, as well as any applicable Governmental Order.

"Leased U.S. Hourly Employees" – Section 6.6.1.H

"Leased Real Property" – Section 4.17.1.

"Liabilities" mean any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute, contingent, determined or undeterminable, on- or off- balance sheet, including those arising under any Law, Claim, Governmental Order, Contract or otherwise.

"Licensed Intellectual Property" means Sellers' rights with respect to Intellectual Property (exclusive of Software) licensed or sublicensed to Sellers from a third party, and that is used in, or conceived for use in, the Business, including Licensed Intellectual Property listed in Schedule 4.13.1, but excluding Sublicensed Intellectual Property.

"Losses" mean any and all claims, Liabilities, losses, damages, fines, penalties and costs (in each case including reasonable out-of-pocket expenses (including reasonable attorneys', accountants', technical consultants', engineers' and experts' fees and expenses)).

"Management Presentations" mean the presentations, expert meetings, site visits and question and answer sessions, provided by Delphi and Sellers (and their advisers and counsel) to the Buyers (and their advisers and counsel), with respect to the Business, the Acquired Assets and the JV Companies in view of the transactions contemplated herein.

"Manufacturing Facilities" means the Business' manufacturing facilities located at Matamoros, Mexico; Columbus, Ohio; Vandalia, Ohio; Woerth, Germany; Grosspetersdorf, Austria; Adrian, Michigan; Gadsden, Alabama; Cottdale, Alabama; North Kansas City, Missouri; and Orion, Michigan, each of which is singly referred to as a **"Manufacturing Facility"**.

"Marked Agreement" – Section 10.5.2.

"Material Adverse Effect" means any change, occurrence or development that has, or is reasonably likely to have, a material adverse effect on the business, assets, Liabilities (except to the extent assumed or retained by Sellers' hereunder), results of operations, financial condition or prospects of the Combined Business, taken as a whole, but excludes any effect: (i) resulting from general economic or business conditions not disproportionately affecting the Combined Business; (ii) resulting from any changes in any Law, or in GAAP or any foreign generally accepted accounting principles; (iii) that is cured by the Sellers before the date of any termination of this Agreement by Buyers' Representative pursuant to Section 9.1 hereof; (iv) resulting from the negotiation, announcement or performance of this Agreement or the transactions contemplated hereby, including by reason of the identity of any Buyer or communication by any Buyer or its Affiliates of its plans or intentions regarding operation of the Business; (v) resulting from any act or omission of any Seller taken with the prior consent of any Buyer; (vi) resulting from the regulatory status of any Buyer; (vii) resulting from any act of God or other *force majeure* type event not disproportionately affecting the Combined Business relative to the competitors of the Combined Business; or (viii) resulting from acts of war or terrorism, whether or not directed at the Combined Business or Buyer.

"Material Contracts" – Section 4.13.1.

"Mexican Newco" – Section 6.24.

"MDEQ" – Section 6.21.

"Net Benefit" – Section 3.4.3.C(ii).

"Net Cash" means, for each JV Company, Cash less Debt Obligations (pro-rated based on Sellers' percentage ownership interest). In the event that the Debt Obligations of a JV Company exceed its Cash, the net amount of such Debt Obligations will be referred to as **"Net Debt"**.

"Net Relocation Investment" – Section 3.4.3.C(iv).

"NKC Manufacturing Services Agreement" means a Manufacturing Services Agreement pursuant to which the Buyer of the North Kansas City, Missouri Manufacturing Facility will manufacture CRFMs currently manufactured at such facility for Delphi and/or its Affiliates.

"Notice" - Section 11.7.

"NRB Payment Formula" – Section 3.4.3.C(i).

"NRB Statement" – Section 3.4.3.B(i).

"NRBA" – Section 3.2.2.

"Non-U.S. Employees" means the employees (salaried and hourly) who are employed by Sellers primarily in the Business in a country other than the United States immediately prior to the Closing and identified on Schedule 4.11.1.¹

"Objection" – Section 3.3.2.

"OEM" means automotive original equipment manufacturer.

"OFAC" – Section 5.6.

"Ordinary Course of Business" means, in all material respects, the usual, regular and ordinary course of a business consistent with the past practice thereof.

"Organizational Document" means, as to any Person, its certificate or articles of incorporation, its regulations or by-laws or any equivalent documents under the law of such Person's jurisdiction of incorporation or organization.

"Owned Intellectual Property" means Intellectual Property in and to which Sellers or any of their respective Affiliates hold, or have a right to hold, in whole or in part, any right, title and interest.

"Owned Real Property" – Section 4.17.2.

"Partial Assignment Purpose" – Section 6.25.

"Party(ies)" means Delphi and/or Buyers' Representative.

"Patent Rights" mean: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including, without limitation, any invention disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention and design registrations, patents and patent applications (including provisionals, substitutions, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions; and (iv) rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Permits" – Section 4.7.

"Permitted Encumbrance" means: (i) security interests relating to vendor tooling arising in the Ordinary Course of Business; (ii) Encumbrances in favor of any Sellers' pre-Petition Date secured lenders and post-Petition Date secured lenders which, upon Closing, will attach to the proceeds of the Sale attributable to the sale of the assets of the Filing Affiliates in the same order and priority that the Encumbrances attached to the assets of the Filing Affiliates, subject to

¹ All hourly and salaried employees of the manufacturing facilities (other than Vandalia, Grosspetersdorf and Columbus), including those on leave status, will be included in the Sale, except that with respect to employees at the technical centers in Wuppertal and Juarez, only those employees of the Business will be transferred.

all existing defenses and other objections; (iii) any Encumbrance that may be created by or on behalf of Buyers, including in the case of Mexican Newco, mutually agreed Encumbrances; (iv) in relation to Real Property: (a) Encumbrances relating to any current real estate or ad valorem taxes or assessments not yet delinquent or being contested in good faith by appropriate Proceedings; (b) mechanic's, materialmen's, laborer's and carrier's liens and other similar liens arising by operation of law or statute in the Ordinary Course of Business for obligations which are not delinquent and which will be paid or discharged prior to Closing in the Ordinary Course of Business; (c) matters which an ALTA survey, or a similar survey in any other country, would disclose; (d) rights of the public and adjoining property owners in streets and highways abutting and adjacent to the Real Property; (e) easements, covenants, restrictions and other encumbrances of public record (except that encumbrances set forth on Schedule 4.17.2 would be removed at Closing); and (f) such other Encumbrances, the existence of which, in the aggregate, would not materially interfere with or materially affect the use of the respective underlying asset to which such Encumbrances relate as used on the Closing Date; and (vi) in the case of Sale Securities of the JV Companies, restrictions contained in the joint venture agreement, shareholders agreement or related agreements affecting such Sale Securities.

"Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization, joint venture, limited liability company, Governmental Authority or other entity.

"Personal Property" means tangible personal property primarily used or held for use in the Business, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, related spare parts, business machines, computer hardware and other information technology assets, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property, whether located on the Real Property, at the place of business of a vendor or elsewhere; provided, however, that the Personal Property does not include Intellectual Property or Technical Documentation.

"Petition Date" – Recitals.

"Post-Closing Compliance Matter" means a Compliance Matter occurring after the Closing Date.

"Post-Closing Environmental Contamination" means Environmental Contamination that results from an act, omission or event that occurs after the Closing Date.

"Post-Closing Tax Period" means any taxable period (or portion thereof) beginning after the close of business on the Closing Date.

"Post-Petition Contracts" mean the Contracts of the Filing Affiliates relating to the Business entered into by such Filing Affiliates on or after the Petition Date.

"Post-Termination Alternative Transaction Purchase Price" – Section 9.2.1.B.

"Potential Bidder" – Section 10.2.

"Pre-Closing Compliance Matter" means a Compliance Matter occurring on or prior to the Closing Date.

"Pre-Closing Environmental Contamination" means Environmental Contamination that: (i) results from an act, omission or event that occurs on or prior to the Closing Date; or (ii) is a result of the presence of Hazardous Materials that were generated or used in the operation of the Business prior to the Closing Date.

"Post-Closing Payments" – Section 3.4.4.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or before the close of business on the Closing Date.

"Pre-Closing Wastes" – Section 11.4.1.B.

"Pre-Petition Contracts" mean the Contracts of the Filing Affiliates relating to the Business entered into by such Filing Affiliates before the Petition Date.

"Preliminary Purchase Price" – Section 3.2.1.

"Price Adjustment" – Section 3.2.2.

"Proceeding" means any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, by or before any Governmental Authority.

"Product(s)" means latches and door modules, Transferred Cinching Products, and instrument panels and cockpit modules of the Business, other than Excluded Products.

"Product Warranty Claims" – Section 2.2.2.

"Productive Inventory" means Inventory consisting of finished Products, as well as work-in-process or raw materials incorporated into Products.

"Property Taxes" – Section 6.5.3.

"Purchase Price" – Section 3.4.4.

"Purchased Assets" means the Acquired Assets and the Sale Securities.

"Purchased Intellectual Property" means Sellers' right, title and interest in Owned Intellectual Property, other than Shared Intellectual Property, that is used in, or conceived for use in, the Business, including the Intellectual Property listed in Schedule 4.12.1.A and Schedule 4.12.1.B.

"Qualified Bid" – Section 10.6.6.

"Qualified Bidder" – Section 10.2.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Release" means any spill, emission, leaking, leaching, dumping, seeping, escape, disposal, placement, burial or discharge of any Hazardous Materials at, in, onto, under or through the Environment.

"Relevant Items" – Section 3.3.2.

"Relocation Net Cash Flow Benefit" – Section 3.4.3.c(iii).

"Remedial Works" means the works, designs, investigations and activities carried out by a Party in relation to Environmental Contamination or Compliance Matters, but excluding expenses of investigating information for the purposes of making a claim for indemnification under this Agreement.

"Remediation Standards" means standards which are: (i) the minimum criteria or standards under Environmental Laws, including use of risk assessment methodologies where permitted, in existence as of the time of completion of any Remedial Works to which such standards apply; and (ii) applicable to the industrial use and operations at the Real Property as carried out at the Closing Date.

"Remedy" - Section 11.4.3.A.

"Required Bid Documents" – Section 10.5.

"Restricted Parties" – Section 6.6.10.

"Restricted Period" – Section 6.4.1.

"Retained Cinching Products" - Section 6.11.3.B.

"Retained Cinching Products Intellectual Property" - Section 6.11.3.B.

"Retained Liabilities" – Section 2.3.

"Return Date" – Section 10.11.

"Sale" means the sale, assignment and transfer of the Purchased Assets from Sellers to Buyers in accordance with this Agreement and the relevant Transfer Agreements.

"Sale Approval Order" means an order or orders of the Bankruptcy Court entered pursuant to Sections 363 and 365 of the Bankruptcy Code, the form and substance of which is reasonably satisfactory to Buyer, authorizing and approving, among other things, the Sale free and clear of all Encumbrances on Purchased Assets sold by a Filing Affiliate, other than Permitted Encumbrances.

"Sale Hearing" – Section 10.9.

"Sale Motion" means the motion filed by Delphi with the Bankruptcy Court for entry of the Sale Approval Order.

"Sale Securities" mean the shares of the JV Companies, as set forth on Schedule 4.3.2 to this Agreement.

"SDN List" – Section 5.6.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Securities Buyer(s)" means the Buyers set forth on Schedule 1, with respect to the Sale Securities of the JV Company set forth opposite their names.

"Securities Seller(s)" means the Sellers set forth on Schedule 1, with respect to the Sale Securities of the JV Company set forth opposite their names.

"Seller(s)" means Delphi and/or the relevant Asset Sellers or Securities Sellers (including Filing Affiliates and non-Filing Affiliates that are Sellers) with respect to the relevant Acquired Assets or Sale Securities, as appropriate with respect to the portion of the Business and the context in which such term is used.

"Seller Tax Liabilities" means all Taxes relating to Acquired Assets, the operations, employees, assets or income of the Asset Sellers for the Pre-Closing Tax Period and the portion of the Straddle Period allocated to Seller under Section 6.5.3.

"Shared Intellectual Property" means Owned Intellectual Property (other than Corporate Trademark Rights and Excluded Software) that is used in, or conceived for use in, the Business and in one or more other businesses conducted directly or indirectly by Delphi or an Affiliate but is not used or conceived for use primarily in the Business.

"Significant Customer(s)" – Section 4.13.3.

"Software" means computer software and programs, including source code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

"SOP" – Section 3.4.3.A

"Straddle Period" – Section 6.5.3.

"Sublicensed Intellectual Property" means Sellers' rights with respect to the Intellectual Property listed in Schedule 6.11.1 and any other Intellectual Property (exclusive of Software) licensed or sublicensed to Sellers from a third party, and that is used in, or conceived for use in, the Business but is not primarily used or held for use in the Business.

"Subsequent Bid" – Section 10.6.6.

"Successful Bid(s)" – Section 10.8.6.

"Successful Bidder(s)" – Section 10.8.6.

"Tax" or **"Taxes"** means any federal, state, local or foreign taxes of any kind, including but not limited to those measured on, measured by or referred to as, income, alternative or add-on minimum, gross receipts, escheat, capital, capital gains, capital stock, sales, use, *ad valorem*, franchise, profits, license, privilege, transfer, withholding, payroll, employment, withholding on amounts paid to or by the taxpayer, unemployment, disability, social security, social, excise, severance, stamp, occupation, premium, goods and services, value added,

property, environmental or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Authority.

"Tax Claim" means any Claim related to Tax or Taxes.

"Tax Return" means any return (including estimated returns), report, declaration, form, election letter, statement, claim for refund or other information required to be filed with any Governmental Authority with respect to Taxes, including any schedule or attachment thereto or amendment thereof.

"Taxing Authority" means, with respect to any Tax, the Governmental Authority thereof that imposes such Tax and the agency, court or other body (if any) charged with the interpretation, administration or collection of such Tax for such Governmental Authority.

"Technical Centers and Sales Offices" means the technical and customer support centers located at Troy, Michigan; Vandalia, Ohio; Juarez, Mexico; Stuttgart, Germany; Wuppertal, Germany; and Wolfsburg, Germany.

"Technical Documentation" means all documented technical information owned by Sellers that is currently in the files of the Business or primarily used in the Business, in each case pertaining to the design or manufacture of the Products.

"Third Party" or **"third party"** means any person not a Party, Buyer, Seller or a Competent Authority.

"Trade Secrets" mean: (i) all forms and types of financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and regardless of whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, if the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and (ii) confidential technical and business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice); and (iii) all rights to sue or recover and retain damages, costs and attorneys' fees for present and past misappropriation of any of the foregoing.

"Trademark Rights" mean: (i) trademarks, trade names and service marks; (ii) the goodwill associated with trademarks, trade names and service marks; (iii) registrations and applications for registration of trademarks, trade names and service marks; and (iv) all rights to sue or recover and retain damages and costs and attorneys' fees for present and past infringement of any of the foregoing.

"Transfer Agreement(s)" – Section 8.2.2.

"Transfer Regulation" means any Law pursuant to which the employment of any employee of an Asset Seller (or any employee of any other Affiliate of Delphi, except for the JV Companies, who is dedicated to the Business) will transfer to a Buyer in connection with the transactions contemplated by this Agreement, including pursuant to Directive 77/187/EC of the

European Parliament and council and any Law adopted pursuant thereto, and any Law, works council or union agreement otherwise relating to the delivery of information to or consultation with employees or their representatives in connection with the transactions contemplated by this Agreement.

"Transfer Taxes" – Section 6.5.5.

"Transferred Cinching Products" - Section 6.11.3.A.

"Transferred Employees" means all U.S. Employees and Non-U.S. Employees who accept a Buyer's offer of employment or otherwise transfer to Buyers pursuant to Transfer Regulations or Sections 6.6.1.A or 6.6.1.B, but excluding in all cases employees of either of the JV Companies other than seconded employees of any Delphi Affiliate referred to in Section 6.6.1.A.

"Transferred Non-U.S. Employees" means all Transferred Employees who are Non-U.S. Employees.

"Transferred U.S. Employees" means all Transferred Employees who are either U.S. Hourly Employees or U.S. Salaried Employees.

"Transition Services Agreement" – Exhibit 8.2.3.

"Troy Technical Center Sublease" – Exhibit 8.2.11.

"UAW" means the International Union, United Automobile, Aerospace and Agricultural Works of America and its Local Unions Number 2083 (Cottondale) and 2031 (Adrian).

"Union Consents" means waiver by the Unions of any "no sale" provisions contained in any of the Seller U.S. Collective Bargaining Agreements.

"Union(s)" means the UAW and IUE-CWA.

"U.S. Employees" means U.S. Hourly Employees and U.S. Salaried Employees.

"U.S. Hourly Employees" means the hourly employees represented by the UAW, and IUE-CWA of the Adrian, Michigan; Gadsden, Alabama; or Cottondale, Alabama Manufacturing Facilities who are employed by Sellers primarily in the Business (in the case of Adrian, Michigan, including HVAC employees) in the United States immediately prior to the Closing and identified on Schedule 4.11.1.

"U.S. Salaried Employees" means the salaried employees and hourly non-union employees who are employed by Sellers primarily in the Business in the United States immediately prior to the Closing and identified on Schedule 4.11.1.

"USA Patriot Act" – Section 5.6.

"Vandalia Lease" means a lease substantially in the form of Exhibit 8.2.10 hereto.

"Vandalia Manufacturing Services Agreement" means a Manufacturing Services Agreement pursuant to which Delphi or its Affiliate will manufacture Buyers' requirements for

those Products currently manufactured at Delphi's Vandalia, Ohio Manufacturing Facility, using machinery, equipment and tooling to be owned by Buyers.

1.2 Other Interpretive Provisions. The words "**hereof**", "**herein**" and "**hereunder**" and words of similar import when used in this Agreement refer to this Agreement as a whole (including any Schedules hereto) and not to any particular provision of this Agreement, and all Article, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified. The words "**include**", "**includes**" and "**including**" are deemed to be followed by the phrase "without limitation." The meanings given to terms defined herein are equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to "**dollars**" or "**\$**" are deemed references to the lawful money of the United States of America, and all references to "**euros**" or "**€**" are deemed references to the lawful money of the European Economic and Monetary Union. References to undertakings by the "**Buyer(s)**" or the "**Seller(s)**" are understood to be undertakings by the relevant Buyer to perform, and by the relevant Seller to perform, as the case may be.

2. PURCHASE AND SALE:

2.1 Transfers by Sellers and their Affiliates:

2.1.1 Purchase and Sale of the Sale Securities. Upon the terms and subject to the conditions set forth in this Agreement as modified or supplemented by any applicable Transfer Agreement, on the Closing Date, the Securities Sellers will sell, transfer, assign, convey and deliver to the Securities Buyers, and the Securities Buyers will purchase, accept and acquire, the Sale Securities free and clear of all Encumbrances except Permitted Encumbrances.

2.1.2 Purchase and Sale of the Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement as modified or supplemented by any applicable Transfer Agreement, on the Closing Date, the Asset Sellers will sell, transfer, assign, convey and deliver to the Asset Buyers, and the Asset Buyers will purchase, accept and acquire from the Asset Sellers, free and clear of all Encumbrances except Permitted Encumbrances, all of the assets and properties described in the next sentence (collectively, the "**Acquired Assets**"), subject in each case to Section 2.1.3. The Acquired Assets consist of all of Asset Sellers' right, title and interest in and to the non-cash assets primarily used or held for use in the Business (other than the Excluded Assets), including: Real Property, Personal Property, Inventory, Contracts, Administrative Assets, Permits, Purchased Intellectual Property, Licensed Intellectual Property, Technical Documentation and Software that is specifically listed as "included" on Schedule 2.1.3.O(iii), in each case primarily used or held for use in the Business; provided that, with respect to the Technical Centers and Sales Offices, the Acquired Assets will consist only of the assets specifically set forth in Schedule 2.1.2. Except for the Acquired Assets, the Asset Sellers will retain all other assets, properties, rights and interests owned, used or held by the Asset Sellers.

2.1.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreements, the following properties and assets will not be included in the Acquired Assets (the "**Excluded Assets**"):

A. Third Party Assets. Any machinery, equipment, tools, Inventory, tooling, dies, molds, patterns, jigs, gauges, production fixtures, special material handling equipment, customer dunnage and containers owned by an OEM or any other third party, including third party bailed assets, in each case as set forth in Schedule 2.1.3.A or, in the case of tooling, as will be set forth on Schedule 2.1.3.A at least fifteen (15) days before Closing (such tooling Schedule to be reasonably satisfactory to Buyers' Representative); provided however, that any Contracts or other rights the Asset Sellers have pertaining to such bailed assets will be transferred as part of the Acquired Assets.

B. Intellectual Property. Corporate Trademark Rights, Shared Intellectual Property and Sublicensed Intellectual Property (except for the limited rights granted to the Buyers pursuant to Sections 6.10 and 6.11).

C. Financial Assets. All Cash and Accounts Receivable of the Business as of Closing.

D. Insurance. Insurance coverage and insurance policies relating to the operations of the Business, including any and all claims and rights thereunder and the proceeds thereof and all prepaid insurance premiums.

E. Claims. All claims, defenses, causes of action or claims of any kind relating to either Excluded Assets or Retained Liabilities.

F. Tax Refunds, Returns. All tax refunds, credits, prepayments or deferred tax assets, and Tax Returns and work papers relating thereto for time periods prior to Closing.

G. Bankruptcy Rights. All of the rights and claims of the Filing Affiliates available to Filing Affiliates under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing.

H. Personnel Records. All work histories, personnel and medical records of employees and former employees of any Seller who worked at any time for any reason at the Business for whom a record exists at the Business at the time of Closing; provided, however, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws, the appropriate Buyer(s) will be provided the originals of all personnel and medical records of all Transferred Employees after posted written notice or other appropriate notice to such Transferred Employees if legally required or if Sellers so elects. All such personnel and medical records of Transferred Employees are books and records governed by Section 6.9 of this Agreement. Upon written request of Sellers (or an Affiliate of Sellers), Buyer will promptly return or cause to be returned any and all of these records to Sellers (or an Affiliate of Sellers as directed) at which time Sellers, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws, will provide the appropriate Buyer(s) with copies of the personnel and medical records of such employees. If an employee objects to provision of personnel or medical records to any Buyer, the records will not be

provided, except to the extent Sellers determine that provision of the records to such Buyer over the objections by the employee is permitted by the applicable local law without adverse consequences to Sellers or to any Affiliate of Sellers.

I. Privileged Information and Materials. Information and materials protected by the attorney-client privilege (or its equivalent in jurisdictions outside the United States), or that, in the case of environmental-related documents, Sellers consider to be proprietary information.

J. Technical Centers and Sales Offices. All real property (including any improvements located thereon) and Personal Property located at the Technical Centers and Sales Offices, other than those assets which are specifically set forth on Schedule 2.1.2.

K. Certain Real Property and Personal Property. (i) Real Property at Columbus, Ohio; and (ii) Real Property and Personal Property at Vandalia, Ohio and Grosspetersdorf, Austria other than Personal Property used primarily in the Business.

L. Additional Excluded Personal Property. All assets, business lines, rights, Contracts and claims, wherever located, whether tangible or intangible, relating primarily to HVAC products, including machinery, equipment, Inventory and tooling of the HVAC assembly line located at Adrian, Michigan; and the CRFM operations located at North Kansas City, Missouri.

M. Excluded Products. All assets, business lines, rights, Contracts and claims, wherever located, whether tangible or intangible, real or personal relating primarily to power products, Retained Cinching Products or HVAC products and related assets (collectively, "**Excluded Products**").

N. Common Delphi Services. Subject to the provisions of the Transition Services Agreement, common Delphi services, if any, including legal, insurance, accounting, finance, tax and information technology and support.

O. Inventory and Other Assets. (i) All Inventory, products, rights, properties, assets and businesses of the Business which will have been transferred or disposed of by Sellers prior to Closing in the Ordinary Course of Business; (ii) any document, information, Permit, Contract, Intellectual Property or other asset the transfer of which is prohibited by any Law and in each case which is listed on Schedule 2.1.3.O(ii); (iii) all computer hardware, equipment, Software and other assets, in each case as are listed on Schedule 2.1.3.O(iii); and (iv) Vehicles assigned to Transferred Employees under Seller's company vehicle program and pooled vehicles.

2.1.4 Post-Closing Asset Deliveries. Should Sellers, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of Sellers or any of its Affiliates, Sellers will or will cause such Affiliates to promptly deliver them to Buyers at no cost to Buyers. Should Sellers or Buyers, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Excluded Assets were delivered to Buyers, Buyers will promptly return them to Sellers at no cost to Sellers.

2.2 Assumption of Liabilities Regarding Acquired Assets. The Buyers will assume, and will thereafter pay, perform and discharge as and when due, and will be liable with respect to only the following Liabilities of the Asset Sellers specifically referred to in this Section 2.2 (collectively, the "**Assumed Liabilities**"):

2.2.1 All Liabilities of the Asset Sellers arising under any Contracts, licenses, permits, leases and other agreements included in the Acquired Assets and assigned or otherwise transferred to Buyers or any relevant Buyer Affiliate pursuant to the terms of this Agreement or the Transfer Agreements and other obligations relating to any Buyer's ownership or use of the Acquired Assets, in each case arising on or after the Closing Date;

2.2.2 Recognizing that Seller will assign its rights against third party manufacturers, all Liabilities arising out of, resulting from or relating to product warranty or product return with respect to Products sold on, before or after Closing, including all Liabilities arising from, caused by or related to any obligation to implement any replacement, field fix, retrofit, modification or recall campaign with respect to any Product (collectively, "**Product Warranty Claims**") made, designed, manufactured, assembled, installed, sold, leased or licensed (whether or not any such Products are manufactured or shipped before or after Closing) by Sellers or any of its predecessors except that with respect to Products shipped before Closing, Buyer would be responsible only for: (i) Product Warranty Claims made after thirty-six (36) months following the Closing; and (ii) providing replacement Products at cost (without mark-up) for Product Warranty Claims that are Seller's responsibility under this Agreement, provided that Buyer has the ability to manufacture and capacity is available (including current orders and new business awards) for no more than six (6) months in the aggregate per defect type – otherwise Buyer may charge such costs plus ten percent (10%) profit;

2.2.3 All Liabilities in the nature of general, automobile and product liability, arising on or after Closing, including any Liability for Claims made for injury to persons and/or property arising from, in each case caused by or arising out of the design, manufacture or assembly of any Product shipped on or after Closing, and any Liability arising from, caused by or arising out of any defective or insufficient warnings, labeling or instructions contained on or provided in connection with any such Products;

2.2.4 Any and all Environmental Claims or Environmental Damages relating to: (i) Post-Closing Environmental Contamination; (ii) Post-Closing Compliance Matters; or (iii) the operation of the Business after the Closing Date in violation of any Environmental Laws or any Environmental Permit, whether in effect prior to or after the Closing Date;

2.2.5 Any and all Tax Claims, to the extent that they arise out of or relate to the period after Closing;

2.2.6 Liabilities with respect to Transferred Employees as set forth in Section 6.6; and

2.2.7 All Liabilities that any Buyer assumes or agrees to pay for or be responsible for pursuant to the terms of any Ancillary Agreement or as required by Law due to the transfer of the Business to the Buyers.

2.3 Retained Liabilities. Except as referred to in Section 2.2, Buyer will not assume or be deemed to have assumed, and will have no Liability with respect to, any other Liabilities of any Asset Seller, and any such Asset Seller will continue to be responsible for such Liabilities, including, without limitation, the following Liabilities (collectively, "**Retained Liabilities**"):

2.3.1 Accounts Payable of the Business as of Closing;

2.3.2 All Liabilities of the Asset Sellers arising under any Contracts, licenses, permits, leases and other agreements included in the Acquired Assets and assigned or otherwise transferred to Buyers or any relevant Buyer Affiliate pursuant to the terms of this Agreement or the Transfer Agreements and other obligations relating to any Buyer's ownership or use of the Acquired Assets, in each case arising prior to the Closing Date;

2.3.3 Product Warranty Claims made against the Business within thirty-six (36) months following the Closing with respect to Products shipped before the Closing;

2.3.4 All Liabilities in the nature of general, automobile and product liability arising before Closing, including any Liability for Claims made for injury to persons and/or property, arising from, caused by or arising out of the manufacture or assembly of any Product shipped before Closing, and any Liability arising from, caused by or arising out of any defective or insufficient warnings, labeling or instructions contained on or provided in connection with any such Products;

2.3.5 Any and all Environmental Claims or Environmental Damages relating to: (i) Pre-Closing Environmental Contamination; (ii) Pre-Closing Compliance Matters; or (iii) compliance with or failure to comply with any Environmental Laws or any Environmental Permit related to the operation of the Business prior to the Closing Date, including the liabilities referred to in Schedule 4.14.

2.3.6 Liabilities in respect of employment performed prior to the Closing (except as otherwise provided in Section 6.6), Controlled Group Liabilities and Liabilities under Seller Employee Benefit Plans;

2.3.7 Seller Tax Liabilities;

2.3.8 Any Liability of Sellers arising prior to the Closing Date for administrative fees and expenses that are "allowed administrative expenses" under Section 503(b) of the Bankruptcy Code;

2.3.9 Liabilities related to the Excluded Assets; and

2.3.10 Except as expressly provided in Section 2.2, any Liability of the Asset Sellers arising out of, relating to, or incurred in connection with the businesses retained by the Asset Sellers and which are not arising out of, relating to or incurred in connection with the Business.

2.4 Deferred Items:

2.4.1 Non-Assignability. To the extent that any Contract or Permit included in the Acquired Assets is not capable of being assigned (whether pursuant to Section 365 of the Bankruptcy Code or, if inapplicable, then pursuant to the terms of such Contract or

other applicable law) to Buyer at the Closing without the Consent of the issuer thereof or the other party thereto or any third party (or a Governmental Authority), or if such assignment or attempted assignment would constitute a breach thereof, or a violation of any Law ("**Deferred Item(s)**"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such Consent is obtained.

2.4.2 Efforts to Obtain Necessary Consents. At Buyer's request, the applicable Seller will, at its expense, use commercially reasonable efforts, and the applicable Buyer will, at its expense, cooperate with Sellers, to obtain the necessary Consents and to resolve the impracticalities of assignment referred to in Section 2.4.1 before or after the Closing.

2.4.3 If Consents Cannot be Obtained. To the extent that the Consents referred to in Section 2.4.1 are not obtained by the applicable Seller, or until the impracticalities of assignment referred to therein are resolved, Sellers' sole responsibility with respect to such matters, notwithstanding Section 2.1.2, will be to use, during the twelve (12) month period commencing with the Closing, commercially reasonable efforts, at no transfer, assignment or similar cost to Sellers, to: (i) provide to Buyer the benefits of any Deferred Item; (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits to Buyer, without incurring any financial obligation to Buyer; and (iii) enforce for the account of Buyer and at the cost of Buyer any rights of Sellers arising from any Deferred Item referred to in Section 2.4.1 against such issuer thereof or other party or parties thereto.

2.4.4 Obligation of Buyer to Perform. To the extent that Buyer is provided the benefits pursuant to Section 2.4.3 of any Deferred Item, Buyer will perform, on behalf of Sellers, for the benefit of the issuer thereof or the other party or parties thereto (including payment obligations) the obligations of Sellers thereunder or in connection therewith and if Buyer will fail to perform to the extent required herein, Sellers, without waiving any rights or remedies that they may have under this Agreement or applicable Laws, may suspend their performance under Section 2.4.3 in respect of the instrument which is the subject of such failure to perform unless and until such situation is remedied; or Sellers may perform at Buyer's sole cost and expense, in which case Buyer will reimburse Sellers' costs of such performance immediately upon receipt of an invoice therefore. Buyers will reimburse Sellers and will hold Sellers harmless from and against all Liabilities, incurred or asserted as a result of Sellers' post-Closing direct or indirect ownership, management or operation of the Deferred Items on behalf of Buyers.

2.4.5 Standard of Care. Sellers will have no Liability to any Buyer arising out of the provision of the benefits of the Deferred Items other than for gross negligence or willful misconduct and will have no Liability for actions taken in accordance with the request or direction of Buyer Parent or its Affiliates. Buyers will reimburse Sellers and will hold Sellers harmless from and against all Liabilities, incurred or asserted as a result of Sellers' post-Closing direct or indirect ownership, management or operation of the Deferred Items.

2.5 JV Company Liabilities. Notwithstanding anything to the contrary herein, no Liabilities of the JV Companies will be affected by this Agreement. The Liabilities of the JV Companies will remain the Liabilities of the JV Companies and neither Sellers nor Buyers will have any obligation for such Liabilities or otherwise with respect to the JV Companies.

3. PURCHASE PRICE; ADJUSTMENT; ALLOCATION:

3.1 Deposit Amount. Immediately upon receipt of notice that the condition referred to in Section 7.1.6 has been received, Buyers' Representative will deliver to the Escrow Agent pursuant to the terms of the Deposit Escrow Agreement Two Million Dollars (\$2,000,000.00) in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing, the "**Deposit Amount**"), to be held by the Escrow Agent in an interest bearing account reasonably acceptable to Buyers' Representative to serve as an earnest money deposit under this Agreement, and to be released in accordance with the following procedures (which procedures will be set forth in the Deposit Escrow Agreement):

3.1.1 Delphi and Buyers' Representative will jointly instruct the Escrow Agent to deliver the Deposit Amount on the Closing Date, by wire transfer of immediately available funds, to an account designated by Delphi in the Deposit Escrow Agreement;

3.1.2 Upon any material breach by a Buyer of this Agreement or the Bidding Procedures which results in termination of this Agreement, Delphi and Buyers' Representative will jointly instruct the Escrow Agent to deliver the Deposit Amount, in accordance with the terms of the Deposit Escrow Agreement, by wire transfer of immediately available funds, to an account designated by Delphi in the Deposit Escrow Agreement, to be retained by Delphi; or

3.1.3 Upon termination of this Agreement in accordance with the termination provisions set forth in Article 9 for any reason other than a Buyer breach, then, on: (i) the date which is ten (10) days after such termination; or (ii) in the event that an Alternative Transaction is completed, the Return Date (which ever is earlier) Delphi and Buyers' Representative will jointly instruct the Escrow Agent to deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Buyer's Representative in the Deposit Escrow Agreement, to be retained by Buyers.

3.2 Preliminary Purchase Price:

3.2.1 On the Closing Date and subject to the terms and conditions of this Agreement, in consideration of the Sale, Buyers' Representative, on behalf of Buyers, will pay to Delphi or the Sellers designated by Delphi an amount equal to Seventy Eight Million Dollars (\$78,000,000.00) (such amount plus the Deposit Amount, the "**Preliminary Purchase Price**"). The Parties understand and agree that the amount of the Purchase Price allocated to the Sales Securities identified in the China Share Transfer Agreement must be paid in local currency to the account designated by the applicable Seller.

3.2.2 The Preliminary Purchase Price will be subject to a "**Price Adjustment**" for certain defined items, as more specifically described in Section 3.4. Price Adjustment consists of only: (i) as of Closing, changes in Inventory balance between the date of the Benchmark Inventory Amount and Closing (taking into account the amounts relating to the Productive Inventory to be bought back from Buyers pursuant to Section 3.4.1.B); and (ii) the Net Relocation Benefit Amounts ("**NRBA**"), if any, that may be paid under the mechanism described in Section 3.4.3 below.

3.3 Preparation of Closing Inventory Statement:

3.3.1 Within sixty (60) days after the Closing Date, Delphi will prepare and deliver to Buyers' Representative a Closing Inventory Statement. The Closing Inventory Statement will be based on a physical inventory of the Inventory of the Business, and utilizing a methodology, and accounting therefor, in accordance with GAAP consistent with the methodology used in determining the Benchmark Inventory Amount (attached as Schedule 3.3.1), to be taken jointly by the Parties within thirty (30) Business Days after the Closing Date, consistent with past practice, except that, with respect to Productive Inventory, any such Inventory reasonably expected not to be used within one (1) year after Closing will be deemed to have no value. Each Party's out-of-pocket costs associated with such physical inventory count will be borne separately by such Party. Buyers will, after Closing and pending agreement or final determination of the Closing Inventory Statement, allow Delphi and its Affiliates and their accountants, agents and advisers such access to the Business, all relevant employees and all relevant records, information and other documentation (and will, upon request, provide copies thereof) as is reasonably necessary to enable Sellers to prepare the Closing Inventory Statement and to settle the Final Inventory Statement, including access to and the services of key personnel.

3.3.2 Buyers' Representative will, within thirty (30) days after the delivery by Delphi of the Closing Inventory Statement, complete its review of such statement. If Buyers' Representative disagree with the Closing Inventory Statement, Buyers' Representative will, on or before the last day of such thirty (30) day period, inform Delphi in writing (the "**Objection**") of disagreements which in the aggregate exceed \$100,000 (collectively, "**Relevant Items**"). Any Objection will specify in reasonable detail the nature of any disagreement so asserted, and include all supporting schedules, analyses, working papers and other documentation. If: (i) no such Objection has been timely provided to Seller; or (ii) the sum of all Relevant Items fails to exceed \$100,000, then: (a) the Closing Inventory Statement will be deemed to be the Final Inventory Statement; and (b) Sellers' calculations will be final and binding on the Parties of all items therein.

3.3.3 Delphi will then have thirty (30) days following the date it receives the Objection to review and respond to the Objection. If Delphi and Buyers' Representative are unable to resolve all of their disagreements with respect to the determination of the foregoing items by the fifteenth (15th) day following Delphi's response thereto, after having used their good faith efforts to reach a resolution, they will refer their remaining differences to Grant Thornton (the "**CPA Firm**"), who will, acting as experts in accounting and not as arbitrators, determine on a basis consistent with the requirements of Section 3.3, and only with respect to the specific Relevant Items remaining disputed, whether and to what extent, if any, the Closing Inventory Statement requires adjustment. Delphi and Buyers' Representative will request the CPA Firm to use its commercially reasonable efforts to render its determination within thirty (30) days. In resolving any disputed item, the CPA Firm: (i) will be bound by the principles set forth in this Section 3.3 and Schedule 3.3.3; (ii) will limit its review to matters specifically set forth in the Objection that remain disputed; and (iii) will not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The CPA Firm's determination will be conclusive and binding upon Delphi and Buyers. Delphi and Buyers will make reasonably available to the CPA Firm all relevant books and records, any work papers (including those of the Parties' respective accountants subject to any conditions such

accountants may impose) and supporting documentation relating to the Closing Inventory Statement, and all other items reasonably requested by the CPA Firm. The **"Final Inventory Statement"** will be: (i) the Closing Inventory Statement if the Parties so agree or if so determined in accordance with Section 3.3.2; or (ii) if an Objection is made under Section 3.3.2, the Closing Inventory Statement, as adjusted pursuant to the agreement of the Parties, or as adjusted by the CPA Firm. The fees, costs and expenses of the CPA Firm under this Section 3.3.3: (i) will be borne by Buyers' Representative in the proportion that the aggregate dollar amount of such disputed items so submitted that are unsuccessfully disputed by Buyers' Representative (as finally determined by the CPA Firm) bears to the aggregate dollar amount of such items so submitted; and (ii) will be borne by Delphi in the proportion that the aggregate dollar amount of such disputed items so submitted that are successfully disputed by Buyers' Representative (as finally determined by the CPA Firm) bears to the aggregate dollar amount of such items so submitted. Whether any dispute is resolved by agreement among the Parties or by the CPA Firm, changes to the Closing Inventory Statement may be made only for items as to which Buyers' Representative have taken exception in the Objection. Each Party will bear its own expenses incurred in this dispute resolution process, including fees of its accountants, attorneys and other agents.

3.4 Preliminary Purchase Price Adjustments:

3.4.1 Inventory Adjustment:

A. If the amount of Inventory reflected in the final Closing Inventory Statement is less than the Benchmark Inventory Amount, Delphi will pay to Buyers' Representative an amount equal to such deficiency. If the amount of Inventory reflected in the Final Inventory Statement ("**Closing Inventory**") is greater than the Benchmark Inventory Amount, Buyers' Representative will pay to Delphi an amount equal to such excess. Such deficiency or excess payment will be paid in immediately available funds within three (3) Business Days after the ultimate determination of the Final Inventory Statement as provided in this Section 3.4.

B. The relevant Sellers of Closing Inventory at the Columbus, Ohio; Vandalia, Ohio; and Grosspetersdorf, Austria Manufacturing Facilities will immediately buy back from the relevant Buyers all Productive Inventory included in the Closing Inventory for such sites, for use in the appropriate Manufacturing Services Agreement. The amounts required to be paid by Buyers under Section 3.4.1.A above will be reduced by the Closing Inventory amount attributable to Productive Inventory bought back by Sellers under this Section 3.4.1.B, as payment in full by Sellers for such Productive Inventory.

3.4.2 Intentionally Omitted.

3.4.3 NRBA:

A. Generally. Upon the relocation of latch products currently produced in Columbus, Ohio ("**Columbus Latch Operations**") to a lower labor cost region / country within twenty-four (24) months of Closing; and (ii) the Business has achieved a minimum Earnings before Interest, Taxes, Depreciation and Amortization ("**EBITDA**") of \$37.5 Million for the year in which a NRBA is

being determined, then Buyer will pay to Seller the amount calculated in accordance with the NRB Payment Formula and this Section 3.4.3.

To the extent that there is a NRBA under the NRB Payment Formula, payment will be made annually for four (4) years within ninety (90) days of the first (1st) anniversary date of the start of production ("**SOP**") at such new low labor cost location and within ninety (90) days of each subsequent anniversary date through the fourth (4th) anniversary date of SOP.

B. Preparation of NRBA Statements:

(i) Within one hundred (100) days after the end of each calendar year for five (5) years following the date of SOP of the Columbus Latch Operations, Buyers' Representative will prepare and deliver to Delphi a statement of the NRB Payment Formula ("**NRB Statement**") with respect to the year just completed (pro-rated in the first (1st) year for the period beginning with SOP, and in the fifth (5th) year for the period ending on the fourth (4th) anniversary date of SOP, together with a review report of the NRB Statement prepared by Buyers' Representative' independent auditors. Buyers will, pending agreement or final determination of the NRB Statement, allow Delphi's independent auditors such access to Buyers' independent auditors and to the work papers of Buyer's independent auditors as is reasonably necessary to enable Delphi to confirm each NRB Statement.

(ii) Delphi will, within thirty (30) days after the delivery by Buyers' Representative of a NRB Statement, complete its review of such statement. If Delphi disagrees with a NRB Statement, Delphi will, on or before the last day of such thirty (30) day period, inform Buyers' Representative of any Objections specifying in reasonable detail the nature of any disagreement so asserted. If: (i) no such Objection has been timely provided to Buyers' Representative, then: (a) the relevant NRB Statement will be deemed to be the final; and (b) Buyers' calculations will be final and binding on the Parties of all items therein.

(iii) If Delphi files an Objection to a NRB Statement, then the Parties will resolve any issues raised in such Objection in the manner set forth in Section 3.3.3 with respect to the Closing Inventory Statement.

C. Definitions:

(i) "**NRB Payment Formula**" is an amount equal to fifty percent (50%) of the Net Benefit for the period. An illustrative calculation of NRB Payment Formula is attached to this Agreement as Schedule 3.4.3.C.

(ii) "**Net Benefit**" is the amount equal to the excess of: (i) the Relocation Net Cash Flow Benefit in any year in which it is positive number; less (ii) one hundred percent (100%) of the then outstanding Net Relocation Investment, and less (iii) the effects of achieving a 12.5% compounded annual rate of return on the then outstanding Net Relocation Investment; with any negative number resulting from this calculation being used as the "then outstanding Net Relocation Investment" for purposes of the following

year in which a determination is made (i.e., once applied to this determination, the amount of Net Relocation Investment so applied shall reduce the amount of Net Relocation Investment applicable in a subsequent year) until one hundred percent (100%) of the aggregate Net Relocation Investment has been applied, and the Net Relocation Investment has achieved a 12.5% compounded annual rate of return, following which the Relocation Net Cash Flow Benefit shall be deemed to be equal to the Net Benefit. In no event will Seller owe Buyer any amounts with respect to NRBA.

(iii) **"Relocation Net Cash Flow Benefit"** means: (i) the differential between: (a) the Columbus per unit Cash Contribution multiplied by the volume of units assumed in the Business' plan projections provided to Buyers on or about August 9, 2007; and (b) the low labor cost location per unit Cash Contribution multiplied by the actual volume of units produced at the low labor cost location for part numbers previously produced in Columbus and now being produced in a low labor cost location. The Columbus per unit Cash Contribution(s) by product type prepared prior to executing this Agreement (which are defined in Schedule 3.4.3.C(iii) hereto), will be used for the purposes of calculating Relocation Net Cash Flow Benefit. In calculating new low cost facility latch Cash Contribution, only Cash Contribution relating to the existing Columbus book of business (limited to part numbers in production as of the Closing Date and subsequent part numbers of such Products pursuant to routine engineering work orders; i.e., excluding engineering changes involving a subsequent customer's request-for-quotation process) being relocated will be taken into account.

(iv) **"Net Relocation Investment"** means the total cash cost incurred by Buyers relating to relocation of the Columbus Latch Operations including but not limited to: (i) Columbus equipment relocation cost; (ii) new, low cost facility and equipment cost; and (iii) additional low cost facility latch inventory above Columbus inventory. Net Relocation Investment does not include any costs related to plant closure (except as per (i) above). Net Relocation Investment also excludes any costs related to the relocation of Door Module production from the Vandalia facility.

3.4.4 Post-Closing Payments. On each of the first, second, third, fourth and fifth anniversaries of the Closing Date, Inteva Products, LLC shall pay to Delphi Automotive Systems LLC the amount of One Million Dollars (\$1,000,000.00). On the first Business Day following the earlier of: (i) the Business Day immediately following the fifth (5th) anniversary of the Closing Date; and (ii) the date Buyers sell substantially all of the assets of the Combined Business (a sale to an unrelated third party of eighty percent (80%) or more of the equity of Inteva Products, LLC will be deemed to be a sale of such assets), Inteva Products, LLC shall pay to Delphi Automotive Systems LLC the amount of Twenty-One Million Dollars (\$21,000,000.00). The amounts payable to Delphi Automotive Systems LLC by Buyer pursuant to this Section 3.4.3 are referred to as the **"Post-Closing Payments"**.

3.4.5 Purchase Price. The Preliminary Purchase Price plus the Post-Closing Payments and plus or minus the adjustments referred to in Sections 3.4.1 through 3.4.3 is referred to as the "**Purchase Price**".

3.5 Allocation of Purchase Price:

3.5.1 The Parties agree to allocate the Purchase Price (i.e., both the Preliminary Purchase Price and any adjustments thereto, plus the Post-Closing Payments) among the Business and the agreements provided herein for transfer of the Business to Buyers and their Affiliates, for all purposes (including indemnification by the Asset Sellers hereunder and for accounting and tax purposes) (the "**Allocation**") in a manner consistent with the Allocation Schedule attached as Schedule 3.5.1.

3.5.2 Buyers and Asset Sellers and Securities Sellers will each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Delphi will provide Buyers' Representative and Buyers' Representative will provide Delphi with a copy of any information required to be furnished to the Secretary of the Treasury under Internal Revenue Code Section 1060.

4. REPRESENTATIONS AND WARRANTIES OF SELLERS:

Each Seller represents and warrants, as of the date hereof, severally, to Buyers with respect to the Acquired Assets or Sale Securities being sold by such Seller and the Shared Intellectual Property and Sublicensed Intellectual Property being licensed or sublicensed by such Seller (except that the Filing Affiliates represent and warrant, jointly and severally, with respect to the Acquired Assets and the Sale Securities of the Filing Affiliates and the Shared Intellectual Property and Sublicensed Intellectual Property being licensed or sublicensed by such Filing Affiliate), as follows:

4.1 Organization. Each Seller is a legal entity duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each Seller has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted, and is duly qualified or licensed to do business and in good standing in the jurisdictions in which the ownership of its property or the conduct of its business requires such qualification or license, except where the failure to be so qualified or licensed would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement.

4.2 Authorization; Enforceability. Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, as applicable, each Seller has the requisite corporate or other organizational power and authority to: (i) execute and deliver this Agreement and the Ancillary Agreements to which such Seller is a party; (ii) perform its obligations hereunder and thereunder; and (iii) consummate the transactions contemplated by this Agreement and the applicable Ancillary Agreements. Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, if applicable, the execution and delivery

of this Agreement and the Ancillary Agreements by Delphi and each Seller that is a party to any of such agreements, and the performance by each of them of their respective obligations under any of such agreements, in the case of Delphi have been, and in the case of the other Sellers, prior to the Closing Date will be, duly authorized by all necessary corporate action on the part of such Seller. This Agreement has been duly executed and delivered by Delphi, and the Ancillary Agreements will be duly executed and delivered by Delphi and each Seller, as applicable, and, assuming due authorization, execution and delivery by Buyers, constitutes, or will constitute, a valid and binding agreement of Delphi and each Seller, as applicable, enforceable against each of them in accordance with their respective terms, except that: (a) enforceability of Section 9.2 of this Agreement is subject to entry and approval of the Bidding Procedures Order; and (b) enforceability of all other provisions of this Agreement is subject to entry and effectiveness of the Sale Approval Order.

4.3 JV Companies:

4.3.1 Each JV Company: (i) is a legal entity duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization; (ii) has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted; and (iii) is duly qualified or licensed to do business and in good standing in the jurisdictions in which the ownership of its property or the conduct of its business requires such qualification or license, except where the failure to be so qualified or licensed would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement.

4.3.2 Except as set forth on Schedule 4.3.2: (i) Seller's equity in each of the JV Companies is owned of record and beneficially by the relevant Securities Seller as set forth on Schedule 1 to the Agreement; (ii) the Sale Securities are duly authorized, validly issued, fully paid up and non-assessable and are not subject to any preemptive rights; and (iii) there are no voting trust agreements or other contracts, agreements or arrangements, to which any Securities Seller is a party, restricting voting or dividend rights or transferability with respect to the Sale Securities.

4.3.3 Except as set forth on Schedule 4.3.3, there is no outstanding security, right, subscription, warrant, option, privilege or other agreement, commitment or contract, preemptive, contractual or otherwise that gives the right to: (i) purchase or otherwise receive or be issued any share capital of a JV Company or any security of any kind convertible into or exchangeable or exercisable for any share capital of a JV Company; or (ii) receive or exercise any benefits or rights similar to any rights enjoyed by or accruing to a holder of share capital of a JV Company, including any rights to participate in the equity or income of a JV Company, or to participate in or direct the election of any directors of a JV Company or the manner in which any share capital of a JV Company are voted.

4.3.4 No Seller has entered into any guarantee, performance bond, letter of credit or similar obligation on behalf of a JV Company.

4.3.5 Schedule 4.3.5 sets forth: (i) the audited balance sheet of each of the JV Companies as of December 31, 2005 and December 31, 2006, and the related audited statements of income for the years ended as of December 31, 2005 and December 31,

2006 (the foregoing balance sheets and income statements of the JV Companies, and accompanying notes, are referred to as the “**JV Audited Financial Statements**”); and (ii) the unaudited balance sheet of each of the JV Companies as of June 30, 2007 and the related statement of income of each of the JV Companies for the six (6) month period ended as of June 30, 2007 (the foregoing statements of income together with the JV Audited Financial Statements are referred to as the “**JV Financial Statements**”). To the Knowledge of Sellers, except as set forth on Schedule 4.3.5, the JV Financial Statements: (i) are true in all material respects with respect to the purpose for which they were prepared; and (ii) present fairly in all material respects in accordance with the prevailing accounting standards in their respective jurisdictions the assets, liabilities, financial position and results of operations of the JV Companies.

4.3.6 Except as set forth on Schedule 4.3.6, the execution, delivery and performance of this Agreement and of the Ancillary Agreements by Delphi and each Seller that is a party do not: (i) violate or result in a breach of any Governmental Order or Law applicable to any of the JV Companies or any of their respective properties or assets; or (ii) require any Governmental Approval.

4.3.7 To the Knowledge of Sellers, each JV Company has all of the assets necessary to carry on its respective business in all material respects as it is now being conducted.

4.3.8 To the Knowledge of Sellers, except as set forth on Schedule 4.3.8, each JV Company currently conducts its respective business in compliance in all material respects with all Laws and the JV Companies possess all material Permits necessary to own, lease and operate their respective businesses.

4.3.9 To the Knowledge of Sellers, except for items set forth in Schedule 4.3.9, there are no material Proceedings pending or threatened against the JV Companies.

4.3.10 To the Knowledge of Sellers, except as set forth in Schedule 4.3.10, or as otherwise expressly permitted by this Agreement, since December 31, 2006: (i) the businesses of the JV Companies have been conducted only in the Ordinary Course of Business; (ii) no JV Company has incurred any Debt Obligations for the purpose of paying a cash dividend or made any loans; and (iii) there has not been any event, circumstance, occurrence, change or development in or affecting the JV Company businesses that has had a Material Adverse Effect.

4.3.11 To the Knowledge of Sellers, Schedule 4.3.11 list all patents and patent applications and all trademark registrations and applications therefore owned by the JV Companies (the “**JV Owned Intellectual Property**”) or licensed to the JV Companies (the “**JV Licensed Intellectual Property**”). To the Knowledge of Sellers, each JV Company owns the entire right, title and interest in the JV Owned Intellectual Property, free and clear of all Encumbrances, and has a valid and enforceable right to the use of all JV Licensed Intellectual Property.

4.3.12 To the Knowledge of Sellers, Schedule 4.3.12.1 sets forth a list as of the dates set forth therein of each of the following Contracts to which each of the JV Companies is party or by which either of them is bound as of the date of this Agreement, other than JV Employee Benefit Plans (collectively, the “**JV Material Contracts**”):

A. Partnership, joint venture agreements or other agreements involving a sharing of profits or expenses by the relevant JV Company;

B. Indentures, mortgages, loan agreements, capital leases, security agreements or other agreements for the incurrence of Debt Obligations, including letters of credit and overdrafts, and any guarantees of any of the foregoing;

C. Contracts under which any JV Company has licensed material JV Owned Intellectual Property to, or material JV Licensed Intellectual Property from, any other Person;

D. Each Contract to which either JV Company is a party that limits the freedom of the JV Company to compete in any line of business or with any Person or in any area and which would so limit the freedom of such JV Company after the Closing; and

E. All employment Contracts with respect to any employees of either JV Company involving aggregate compensation (inclusive of bonuses and other incentive payments) in excess of \$100,000.

To the Knowledge of Sellers, except as set forth in Schedule 4.3.12.2: (i) no event has occurred that constitutes (or with notice or lapse of time would constitute) a material default by: (a) any JV Company under any JV Material Contract; or (b) any other party to any JV Material Contract; (ii) there are no material unresolved disputes under any of the JV Material Contracts; and (iii) the sale of the Sale Securities pursuant to this Agreement will not result in termination of, or result in a right of termination under, any such JV Material Contract, or bring into operation any other provision thereof.

4.3.13 To the Knowledge of Sellers, except as disclosed in Schedule 4.3.13:

A. Each JV Company is in material compliance with Environmental Laws and with Environmental Permits applicable to the JV Company;

B. Neither JV Company has received, within all applicable limitation periods, any written notice from a Governmental Authority alleging that the operations or assets of the JV Company: (i) violates, or does not comply with; (ii) has violated or has not complied with; or (iii) is potentially liable under; in each case, any Environmental Laws or Environmental Permits; and

C. Neither JV Company has received notice of the existence of any material Environmental Claim or Compliance Matter and no Seller has Knowledge of any basis for a material Environmental Claim or Compliance Matter.

4.4 Financial Statements. Schedule 4.4.1 sets forth the unaudited combined balance sheet of the Business as of December 31, 2005 and December 31, 2006, the related unaudited statements of income for the years ended as of December 31, 2005 and December 31, 2006, the unaudited combined balance sheet of the Business as of August 31, 2007 (the December 31, 2006 Balance Sheet is referred to as the "**Reference Balance Sheet**") and the related unaudited statement of income for the eight (8) month period ended as of August 31, 2007 (the foregoing balance sheets and income statements of the Business are

referred to as the "**Financial Statements**"). Except as set forth on Schedule 4.4.2, the Financial Statements: (i) are true in all material respects with respect to the purpose for which they were prepared; (ii) were prepared from statements prepared and used by Seller in the ordinary course of managing the Business; and (iii) present fairly in all material respects in accordance with GAAP the assets, liabilities, financial position and results of operations of the Business on a pro-forma basis, recognizing that the Acquired Assets comprising the Business have not been operated as separate "stand alone" entities within Delphi, as of the dates and for the respective periods covered, and, as a result, the Business has been allocated certain charges and credits as discussed in the notes accompanying the Financial Statements and as otherwise described in Schedule 4.4.2.

Until the Closing Date, Seller agrees to furnish the unaudited combined balance sheet and the related unaudited statement of income of the U.S. operations of the Business for the most recent available month end period within forty-five (45) days after the end of each such period, as prepared by management (collectively the "**Future Unaudited Financial Statements**"). Each Seller that is a Filing Affiliate will be deemed to represent and warrant as of Closing in accordance with this Article 4 and the other terms of this Agreement, including the limitations of Article 11, that the Future Unaudited Financial Statements: (i) are true in all material respects with respect to the purpose for which they were prepared; (ii) were prepared from statements prepared and used by Seller in the ordinary course of managing the Business; and (iii) fairly present, in all material respects in accordance with the notes and other disclosures set forth in Schedule 4.4.1 and Schedule 4.4.2, the assets, liabilities, financial position and results of operations of the Business on a pro-forma basis, recognizing that the Acquired Assets comprising the Business have not been operated as separate "stand alone" entities within Delphi, as of the dates and for the respective periods covered, and as a result, the Business has been allocated certain charges and credits as discussed in the notes accompanying the Financial Statements and as otherwise described in an amendment to Schedule 4.4.2. The foregoing representation and warranty as to the Future Unaudited Financial Statements will be based on data received from Transferred Employees managing the Business and will be subject to the accuracy of such data.

4.5 No Conflicts or Approvals. Subject to entry and effectiveness of the Bidding Procedures Order and the Sale Approval Order, except as set forth on Schedule 4.5, the execution, delivery and performance of this Agreement and of the Ancillary Agreements by Delphi and each Seller that is a party do not: (i) violate, conflict with or result in a breach by any of Delphi or Sellers of the Organizational Documents of any of Delphi or Sellers; (ii) violate or result in a breach of any Governmental Order or Law applicable to any of Delphi or Sellers or any of their respective properties or assets; (iii) require any Governmental Approval; or (iv) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or result in any, or give to any rights of termination, cancellation or acceleration of any Encumbrance on any of the Acquired Assets pursuant to, any agreement, note, bond, contract, permit, lease, mortgage, indenture, license, franchise or other instrument included in the Acquired Assets or to which any of the Sellers is a party, in each case except as set forth in this Agreement and except as are excused by or unenforceable as a result of the filing of the Bankruptcy Cases or the applicability of any provision of or any applicable law of the Bankruptcy Code.

4.6 Sufficiency of Acquired Assets. The Acquired Assets and the Sale Securities, together with the Shared Intellectual Property and the Sublicensed Intellectual Property, comprise all of the assets necessary for Buyer to carry on the Business in all material respects as it is now being conducted, except for: (i) Excluded Assets, and (ii) assets used to produce

the services described in this Agreement or in any Ancillary Agreement, including services of the type outlined in the Transition Services Agreement that are currently provided by Sellers to the Business.

4.7 Compliance with Law; Permits. Except as set forth on Schedule 4.7, to the Knowledge of Sellers, the Business is currently in compliance in all material respects with all Laws. The Asset Sellers possess, and Schedule 4.7 lists, all material licenses, consents, approvals, permits and other Governmental Approvals ("**Permits**") necessary to own, lease and operate the Acquired Assets. The representations and warranties relating to Environmental Laws and with Environmental Permits are exclusively set forth in Section 4.14.

4.8 Proceedings. Except for claims raised in connection with the pendency of the Bankruptcy Cases, and for the Claims and other items set forth in Schedule 4.8 (and except with respect to compliance with Environmental Laws, which is covered by Section 4.14), there are no material Proceedings pending or, to the Knowledge of Sellers, threatened against the Securities Sellers or the Asset Sellers and relating to the Business or any of the Acquired Assets.

4.9 Absence of Certain Changes. Except as set forth in Schedule 4.9, or as otherwise expressly permitted by this Agreement, since December 31, 2006: (i) the Business has been conducted only in the Ordinary Course of Business; and (ii) there has not been any event, circumstance, occurrence, change or development in or affecting the Business that has had, or would have, a Material Adverse Effect.

4.10 Tax Matters. The Asset Sellers have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Transferred Employee other than Taxes that are immaterial with respect to the Transferred Employees.

4.11 Employee Benefits. Regarding the Business:

4.11.1 Schedule 4.11.1 contains a true, correct and complete list of all U.S. Employees and Non-U.S. Employees, including: (i) each such person's title or job/position/job code; (ii) each such person's job designation (i.e., salaried or hourly); (iii) each such person's location of employment; (iv) each such person's employment status (i.e., actively employed or not actively at work (due to, e.g., illness, short-term disability, sick leave, authorized leave or absence, etc.)); (v) each such person's current annual or hourly base rate of compensation; (vi) each person's date of hire; and, if applicable; and (vii) any material, individual specific provisions relating to such person's employment (e.g., non-compete agreement, separation pay agreement, etc.) to the extent permitted to be disclosed under applicable Law (including local privacy laws).²

4.11.2 Schedule 4.11.2 sets forth a true, correct and complete list of each Seller Employee Benefit Plan.

4.11.3 Copies of the following materials have been delivered or made available to Buyers' Representative with respect to each Seller Employee Benefit Plan: (i) current

2 May be delivered to Buyer separately, rather than appended to the Agreement given the type of data included on it.

plan documents; and (ii) current agreements and other documents relating to the funding or payment of benefits. Each Seller Employee Benefit Plan has been maintained in compliance with applicable Laws in all material respects.

4.11.4 Except as: (i) set forth in Schedule 4.11.4; and (ii) routine claims for benefits by participants and beneficiaries, there are no material pending or, to the Knowledge of Sellers, threatened Proceedings with respect to any Seller Employee Benefit Plans. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in, cause the accelerated vesting, funding or delivery of, or increase the amount or value of, any payment or benefit to any Transferred Employees. There does not now exist, nor do any circumstances exist that could result in, any Controlled Group Liability that would be a Liability of Buyer or its Affiliates following the Closing. All Seller Employee Benefit Plans subject to the Laws of any jurisdiction outside the United States (x) have been maintained in accordance with all applicable requirements, (y) if they are intended to qualify for special tax treatment, meet all requirements for such treatment and (z) if they are intended to be funded and/or book-reserved, are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions.

4.11.5 Collective Bargaining Agreements. Schedule 4.11.5 contains a true, correct and complete list of all Collective Bargaining Agreements. Seller has given access or delivered to Buyer true, correct and complete copies of each of the Collective Bargaining Agreements. Except as disclosed on Schedule 4.11.5, Seller is in material compliance with each Collective Bargaining Agreement and all applicable Laws respecting employment and employment practices, terms and conditions of employment, wages and hours and occupational safety and health.

4.11.6 Grievance, Labor Negotiations. Except as disclosed on Schedule 4.11.6, with respect to the Business: (i) there is no labor strike, dispute, slowdown or stoppage actually pending or, to Sellers' Knowledge, threatened against or involving Sellers; (ii) no Seller has in the past three (3) years experienced any work stoppage or other labor difficulty or organizational activity relating to any of its employees; and (iii) no labor grievance relating to any employee of Sellers is pending. Except as set forth on Schedule 4.11.6, there are no material pending claims against Sellers whether under applicable Laws, employment agreements or otherwise asserted by any present employee or former employee of any other Person as relates to the Business, including claims on account of or for: (a) overtime pay, other than overtime pay for work done during the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any amount of vacation pay or pay in lieu of vacation or time off; or (d) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours at work, and, to Sellers' Knowledge, there are no such claims which have yet to be asserted.

4.12 Intellectual Property:

4.12.1 Schedule 4.12.1.A and Schedule 4.12.1.B, respectively, list all patents and patent applications and all trademark registrations and applications therefore included in the Purchased Intellectual Property. Except: (i) as set forth in Schedule 4.12.1.A; (ii) instances in which such patents or patent applications are jointly owned with a third party identified in Schedule 4.12.1.A; or (iii) rights retained by employee-

inventors pursuant to the Law: (x) Sellers own the entire right, title and interest in the Purchased Intellectual Property, free and clear of all Encumbrances, and have the right to transfer Sellers' right, title and interest therein as set forth in this Agreement; (y) have a valid and enforceable right to the use of the Licensed Intellectual Property and have the right to transfer and/or assign Sellers' right and interest therein as set forth in this Agreement, in each case, such right and interest being subject to the terms of the Material Contracts.

4.12.2 Sellers have a valid and enforceable right to the use of the Shared Intellectual Property and Sublicensed Intellectual Property and have the right to license the Shared Intellectual Property and sublicense the Sublicensed Intellectual Property as set forth in this Agreement, such license and sublicense being subject to the terms of the Contracts listed in Schedule 4.13.1 and Schedule 6.11.1.

4.12.3 Except as set forth in Schedule 4.12.3, Sellers have not received notice of any allegation by any third party of Intellectual Property infringement or misappropriation resulting from the operation of the Business or relating to the Purchased Intellectual Property, the Licensed Intellectual Property, the Shared Intellectual Property or the Sublicensed Intellectual Property and Sellers have no Knowledge of any such infringement or misappropriation.

4.12.4 Except as set forth in Schedule 4.12.4, Sellers have no Knowledge of any infringement or misappropriation by a third party of the Purchased Intellectual Property, the Licensed Intellectual Property, the Shared Intellectual Property or the Sublicensed Intellectual Property.

4.12.5 Except as set forth in Schedules 4.12.4 (infringement by a third party), 4.11.4 (disputes with respect to employee-inventor compensation), 4.12.1.A (joint owners and licensees), 4.12.3 (allegations of infringement by Delphi), 4.13.1 (licenses) and 6.11.1 (sublicensed Contracts), Sellers have no Knowledge of any Claims by a third party (including present or former employees) that is adverse to the right, title or interest of Sellers in the Purchased Intellectual Property, Licensed Intellectual Property, Shared Intellectual Property or Sublicensed Intellectual Property.

4.13 Contracts:

4.13.1 Schedule 4.13.1 sets forth a list as of the dates set forth therein of each of the following Contracts to which any of the Asset Sellers with respect to the Business, is party or by which any of them is bound as of the date of this Agreement and that are included in the Acquired Assets, other than Seller Employee Benefit Plans (collectively, the "**Material Contracts**"):

A. Partnership, joint venture agreements or other agreements involving a sharing of profits or expenses by the relevant Asset Seller party thereto with respect to the Business;

B. Indentures, mortgages, loan agreements, capital leases, security agreements or other agreements for the incurrence of Debt Obligations, including letters of credit and overdrafts;

C. Guarantees of the obligations of other Persons involving the potential expenditure by the Asset Sellers in respect of the Business after the date of this Agreement;

D. Contracts, other than Contracts under standard purchase order terms with prospective suppliers or customers relating to the development of Products, under which any Seller has licensed Purchased Intellectual Property to, or Licensed Intellectual Property from, any other Person;

E. Contracts involving the expenditure by the Asset Sellers in respect of the Business of more than \$500,000 in any instance for the purchase of materials, supplies, equipment or services;

F. Contracts providing that an Asset Seller in respect of the Business will receive future payments aggregating more than \$500,000 per annum or \$2,000,000 in the aggregate prior to the expiration of such Contract;

G. Each material agency, dealer, sales representative, marketing, advertising, consulting or other similar Contract to which any of the Sellers is a party;

H. Each Contract to which any of the Sellers is a party that limits the freedom of the Business to compete in any line of business or with any Person or in any area and which would so limit the freedom of the Sellers after the Closing;

I. Each Contract with any Governmental Authority to which any of the Sellers is a party;

J. All employment Contracts with respect to any employees of any of the Sellers relating to the Business involving aggregate compensation (inclusive of bonuses and other incentive payments) in excess of \$75,000;

K. All capital or operating leases relating to any of the Acquired Assets;

L. Collective Bargaining Agreements and Contracts with U.S. Employees or Non-U.S. Employees that are not cancelable without penalty or further payment and without more than thirty (30) days' notice;

M. All prepaid customer contracts (showing the amount received thereunder as of the date hereof); and

N. All other Contracts, whether or not made in the Ordinary Course of Business, which are material to the Business, or the absence of which would have a Material Adverse Effect.

4.13.2 Except as set forth in Schedule 4.13.2: (i) no event has occurred that constitutes (or with notice or lapse of time would constitute) a material default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Sellers to assume and assign such Material Contracts to Buyer, if applicable) by: (a) any Asset Seller under any Material Contract; or (b) to the Knowledge of Sellers,

any other party to any Material Contract; (ii) there are no material unresolved disputes under any of the Material Contracts; and (iii) the assignment of any material contract pursuant to this Agreement will not result in termination of, or result in a right of termination under, any such Material Contract, or bring into operation any other provision thereof.

4.13.3 Set forth on Schedule 4.13.3 is a list of the top five (5) customers ("**Significant Customers**") of the Business as of December 31, 2006 setting forth for each the amount of gross revenue received in 2006. Except as set forth on Schedule 4.13.3, Seller has received no written notice, and has no Knowledge, that any Significant Customer will cease to do business with the Business or substantially reduce either the purchase of products from the Business or the pricing thereof. Buyers acknowledge that the foregoing shall not be deemed a guarantee of customer volumes.

4.14 Environmental Matters. To the Knowledge of Seller, except as disclosed in Schedule 4.14:

4.14.1 The Business is in material compliance with Environmental Laws and with Environmental Permits applicable to the Business and the Real Property, and all Compliance Matters have been fully resolved with no further Liabilities accruing to the Business or any of the Acquired Assets;

4.14.2 None of the Asset Sellers has received, within all applicable limitation periods, any written notice from a Governmental Authority alleging that the Business or the Real Property: (i) violates, or does not comply with; (ii) has violated or has not complied with; or (iii) is potentially liable under; in each case, any Environmental Laws or Environmental Permits;

4.14.3 None of the Asset Sellers has received notice of, and there does not exist, any material Environmental Claim or Compliance Matter with respect to the Real Property or otherwise in connection with the Business;

4.14.4 There has been: (i) no Release of any Hazardous Material on, at or under any Real Property or elsewhere that was generated or used in connection with the operation of the Business, in each case in concentrations or quantities exceeding Remediation Standards or migrating from any Real Property in concentrations likely to give rise to Environmental Damages; and (ii) no notice from any Governmental Authority of any Release of any Hazardous Material that was generated or used by the Business into the Environment.

4.14.5 Environmental Contamination is not present at, in or under, or emanating from, the Real Property.

4.14.6 No underground storage tanks are present at the Real Property.

4.14.7 Seller has made available to Buyer copies of any and all non attorney-client privileged documents in Seller's possession, ownership or control constituting, regarding or referring to environmental assessments, investigations and compliance audits and all related materials, documents, data, due care plans and correspondence, including all submittals to, and correspondence to or from, any Governmental Authority, regarding or referring to the environmental condition of the Real Property (or

Environmental Contamination thereon or therefrom) or Seller's compliance with Environmental Laws, including Section 7a of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20107a, and the regulations thereunder.

4.14.8 Schedule 4.14 contains a complete and correct list of all Environmental Permits held by or for Seller in relation to any activity or operation conducted at the Property and/or pursuant to or in furtherance of the Business, including for each such Environmental Permit the title, permit number, issuing agency and effective and expiration dates. Except as disclosed in Schedule 4.14, Seller possesses, and has listed in Schedule 4.14, all Environmental Permits required for the lawful conduct of the Business.

4.14.9 To the extent that the Real Property continues to be utilized for industrial purposes similar to those conducted on the date of execution of this Agreement, no further remediation of the existing radiological contamination at the Real Property will be required.

4.15 Insurance. Schedule 4.15 contains a complete and correct list, in all material respects, of all material policies of insurance relating to the Business or covering any of the assets primarily used in or relating to the Business, other than Excluded Assets, indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect.

4.16 Personal Property Assets, Inventory:

4.16.1 Except as set forth on Schedule 4.16.1, the Asset Sellers have good title to, or hold by valid and existing lease or license with respect to, all Personal Property included in the Acquired Assets, including all Personal Property reflected as assets on the Reference Balance Sheet or acquired thereafter, except with respect to assets disposed of in the Ordinary Course of Business since such date.

4.16.2 The Asset Sellers, with respect to the Acquired Assets, will own, or have valid leasehold interests in, all Personal Property being transferred to Buyers under this Agreement, and all transferred Personal Property used by the Business are in such condition (considering age and purpose for which they are used) as to enable the Business to be conducted as currently conducted without material disruption.

4.16.3 Except to the extent identified in Schedule 4.16.3, the Inventory included in the Acquired Assets will, as of the Closing, be located at the Real Property. All Productive Inventory included in the Acquired Assets is saleable and usable in the ordinary course, except for such Inventory as to which an adjustment is made in the Closing Inventory Statement.

4.16.4 Schedule 4.16.4 sets forth a list of substantially all machinery, equipment and capitalized tools with a book value greater than \$100,000 included in the Acquired Assets.

4.16.5 The valuation of the Inventory reflected in the Benchmark Inventory Amount reflects the historical Inventory valuation policy of the Asset Sellers.

4.17 Real Property:

4.17.1 Leased Properties. Schedule 4.17.1 lists all real property leased or subleased and constituting Acquired Assets (the "**Leased Real Property**"). Delphi has made available to Buyers' Representative true and complete copies of the leases and subleases covering the Leased Real Property (as amended to the date of this Agreement). With respect to each lease and sublease and except as otherwise specified on Schedule 4.17.1:

A. Such lease or sublease is, to the Knowledge of Sellers, in all material respects, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a Proceeding in equity or at law);

B. (i) None of the Asset Sellers is in material breach under any such lease or sublease, and, to the Knowledge of Sellers, no event has occurred which, with the passage of time or expiration of any grace period would constitute a material breach of any Asset Seller's obligations under such lease or sublease (except with respect to breaches that need not be cured under Section 365 of the Bankruptcy Code for the Filing Affiliates to assume and assign such leases or subleases to Buyer, if applicable); and (ii) none of the Asset Sellers has received a notice of material breach with respect to such lease or sublease; and

4.17.2 Owned Properties. Schedule 4.17.2 lists all real property owned which constitutes Acquired Assets (the "**Owned Real Property**"). With respect to each such parcel of the Owned Real Property and except as otherwise specified on Schedule 4.17.2 and the identified owner has good and marketable fee simple title, or equivalent title rights in non-U.S. jurisdictions, in all material respects to the parcel of the Owned Real Property, free and clear of any Encumbrances, except for Permitted Encumbrances. For clarity, Permitted Encumbrances at Closing will not include the Encumbrances set forth on Schedule 4.17.2.

4.17.3 All Real Properties.

A. Each parcel of Real Property, whether a Leased Real Property or an Owned Real Property, has such access as is necessary for the conduct of the business on such parcel as presently conducted: (i) to public streets or roads directly or by valid and subsisting easements; and (ii) to water, storm and sanitary sewer, telephone, gas, electric and other utilities directly from public streets or roads or by valid and subsisting easements.

B. Delphi has made available true and complete copies of available title insurance commitments for the U.S. Owned Real Property and available surveys with respect to each parcel of the Owned Real Property.

C. None of the material plants, buildings or other structures located on any Owned Real Property encroaches in a material respect upon any real property owned by another person or upon any easement burdening and affecting such Owned Real Property which would have a Material Adverse Effect

or materially interfere with the use of such Owned Real Property as presently conducted thereon. No structure on any real property owned by another Person encroaches in a material respect upon any Owned Real Property which would have a Material Adverse Effect or materially interfere with the use of such Owned Real Property as presently conducted thereon.

4.18 No Brokers' Fees. Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Buyers would be liable.

4.19 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 4, the Sellers make no other express or implied representation or warranty to Buyers, and in particular but without limitation, no Seller is making any representations with respect to any plan(s) of Buyers for the future conduct of the Business, or any implied warranties of merchantability or fitness for a particular purpose. For the avoidance of doubt, except for such matters as are covered by the representations and warranties contained in this Article 4, no warranty or representation is given on the contents of the documents provided in due diligence or with respect to the information contained in the Confidential Information Memorandum, Data Room, Management Presentations, reports or any financial forecasts or projections or other information furnished by Delphi or any Seller or their officers, directors, employees, agents or representatives or in any other documents or other information not contained in this Agreement or the Ancillary Agreements.

4.20 Fair Disclosure. Any matter disclosed in any Schedule to this Agreement will be deemed an exception for all other representations and warranties contained in this Agreement whether or not such other representations, warranties or Schedules contain a reference to such Schedule, so long as it is reasonably apparent that such matter also applies to such other representations and warranties.

5. REPRESENTATIONS AND WARRANTIES OF BUYERS:

The Buyers hereby represent and warrant to Sellers, as of the date hereof and of the Closing Date, as follows:

5.1 Organization. Each Buyer is a legal entity duly incorporated or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization. Each Buyer has the requisite corporate or other organizational power and authority to own, lease and operate its assets and to carry on its business as now being conducted and is duly qualified or licensed to do business and is in good standing in the jurisdictions in which the ownership of its property or the conduct of its business requires such qualification or license, except where the failure to be so qualified or licensed would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the ability of Buyers to consummate the transactions contemplated by this Agreement.

5.2 Authorization; Enforceability. Each Buyer has the requisite corporate or other organizational power and authority to: (i) execute and deliver this Agreement and the Ancillary Agreements to which such Buyer is a party; (ii) perform its obligations hereunder and thereunder; and (iii) consummate the transactions contemplated by this Agreement and the applicable Ancillary Agreements. The execution and delivery of this Agreement and the Ancillary Agreements by each Buyer that is a party to any of such agreements, and the performance by each of them of their respective obligations under any such agreements have

been duly authorized by all necessary corporate action on the part of such Buyer. This Agreement has been duly executed and delivered by Buyers, and the Ancillary Agreements will be duly executed and delivered by the applicable Buyers and, assuming due authorization, execution and delivery by Sellers, constitutes, or will constitute, a valid and binding agreement of the applicable Buyers, enforceable against each of them in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

5.3 No Conflicts or Approvals. The execution, delivery and performance by Buyers of this Agreement and the Ancillary Agreements by each Buyer that is a party thereto and the consummation by Buyers of the transactions contemplated hereby and thereby do not and will not: (i) violate, conflict with or result in a breach by any Buyer of the Organizational Documents of any Buyer; (ii) violate, conflict with or result in a breach of, or constitute a default by any Buyer (or create an event which, with notice or lapse of time or both, would constitute a default) or give rise to any right of termination, cancellation or acceleration under, any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument to which any Buyer or any of their properties or assets may be bound; (iii) violate or result in a breach of any Governmental Order or Law applicable to any Buyer or any of their respective properties or assets; or (iv) except for applicable requirements of the HSR Act, the EC Merger Regulation and other applicable Competition/Investment Law, require any Governmental Approval, except, with respect to the foregoing clauses (ii), (iii) and (iv) above, as would not, individually or in the aggregate, have a material adverse effect on the ability of Buyers to consummate the transactions contemplated by this Agreement.

5.4 Proceedings. There are no Proceedings pending or, to the Knowledge of Buyers, threatened against any of the Buyers that could reasonably be expected to restrain, delay or inhibit the ability of Buyers to consummate the transactions contemplated by this Agreement. None of the Buyers is subject to any Governmental Order that could reasonably be expected to restrain, delay or otherwise inhibit the ability of Buyers to consummate the transactions contemplated by this Agreement.

5.5 Solvency. Upon the consummation of the transactions contemplated by this Agreement: (i) none of the Buyers will be insolvent; (ii) none of the Buyers or the other legal entities constituting the Business will be left with unreasonably small capital; (iii) none of the Buyers or the Business will have incurred debts beyond its ability to pay such debts as they mature; (iv) the capital of Buyers and the other legal entities constituting the Business will not be impaired; and (v) immediately following Closing, Buyers individually and in the aggregate will have sufficient capital to continue the Business as a going concern.

5.6 Anti-Money Laundering. Buyers are in compliance with: (i) all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("**USA PATRIOT Act**") as amended and all regulations issued pursuant to it; (ii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (iii) the International Emergency Economic Power Act (50 U.S.C. 1701 et seq.), and any applicable implementing regulations; (iv) the Trading with the Enemies Act (50 U.S.C. 50 et seq.), and any applicable implementing regulations; and (v) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in which any Buyer

operates or does business. Neither any Buyer nor any of its directors, officers or affiliates is identified on the United States Treasury Department Office of Foreign Asset Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons" (the "**SDN List**") or otherwise the target of an economic sanctions program administered by OFAC, and no Buyer is affiliated in any way with, or providing financial or material support to, any such persons or entities. Buyers agree that should any of them, or any of their directors, officers or affiliates be named at any time in the future on the SDN List, or any other similar list maintained by the U.S. Government, Buyers will inform Delphi in writing immediately.

5.7 Investment Representations:

5.7.1 Each Buyer who is acquiring Sale Securities is acquiring such Sale Securities for its own account solely for investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act or the applicable securities Laws of any other jurisdiction. Each Buyer agrees that it will not transfer any of the Sale Securities, except in compliance with the Securities Act and with the applicable securities Laws of any other jurisdiction.

5.7.2 Buyer Parents are "accredited investors" as defined in Rule 501(a) promulgated under the Securities Act.

5.7.3 Buyers understand that the acquisition of the Sale Securities to be acquired by it pursuant to the terms of this Agreement involves substantial risk. Buyers and their officers have experience as investors in securities and equity interests of companies such as the ones being transferred pursuant to this Agreement and acknowledges that they can bear the economic risk of their investment and have such knowledge and experience in financial or business matters that Buyers are capable of evaluating the merits and risks of their investment in the Sale Securities to be acquired by them pursuant to the transactions contemplated hereby.

5.7.4 Each Buyer further understands and acknowledges that the Sale Securities have not been registered under the Securities Act or under the applicable securities Laws of any other jurisdiction and agrees that the Sale Securities may not be transferred unless such transfer is pursuant to an effective registration statement under the Securities Act or under the applicable securities Laws of any other jurisdiction, or, in each case, an applicable exemption therefrom.

5.7.5 Buyers acknowledge that the offer and sale of the Sale Securities has not been accomplished by the publication of any advertisement.

5.8 No Inducement or Reliance; Independent Assessment:

5.8.1 With respect to the Sale Securities, the Acquired Assets, the Business or any other rights or obligations to be transferred hereunder or under the Transfer Agreements or pursuant hereto or thereto, Buyers have not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Delphi, any of its Affiliates, or any agent, employee, attorney or other representative of Delphi representing or purporting to represent Delphi or any Seller that are not expressly set forth herein or in the Transfer Agreements (including the Schedules and Exhibits hereto and thereto), whether or not any such representations, warranties or statements were made in writing or orally, and none of Delphi, any Affiliate

of Delphi, or any agent, employee, attorney, other representative of Delphi or other Person will have or be subject to any Liability to any Buyer or any other Person resulting from the distribution to Buyers, or Buyers' use of, any such information, including the Confidential Information Memorandum and any information, documents or material made available in the Data Room or any Management Presentations or in any other form in expectation of the transactions contemplated by this Agreement.

5.8.2 Buyers acknowledge that they have made their own assessment of the present condition and the future prospects of the Business and are sufficiently experienced to make an informed judgment with respect thereto. Buyers acknowledge that neither Delphi nor any of its Affiliates has made any warranty, express or implied, as to the prospects of the Business or its profitability for Buyers, or with respect to any forecasts, projections or business plans prepared by or on behalf of Delphi and delivered to Buyers in connection with Buyers' review of the Business and the negotiation and the execution of this Agreement.

5.9 Financial Ability. Buyers have the financial ability and will have available at Closing sufficient Cash in immediately available funds to pay the Preliminary Purchase Price and thereafter to pay the Purchase Price if greater than the Preliminary Purchase Price, and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement. In particular, Buyers have provided to Sellers evidence of their financial ability to consummate this Agreement and the transactions contemplated hereby as evidenced by the commitment letter attached hereto as Schedule 5.9 ("**Commitment Letter**").

5.10 Adequate Assurance of Future Performance. Buyer has provided or will be able to provide, at or prior to Closing, adequate assurance of its future performance under each Assumed U.S. Contract to the parties thereto (other than Sellers) in satisfaction of Section 365(f)(2)(B) of the Bankruptcy Code, and no other or further assurance will be necessary thereunder with respect to any Assumed U.S. Contract.

5.11 No Brokers' Fees. Buyers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Sellers would be liable.

5.12 Compliance with Laws. Buyers are in compliance with all Laws applicable to Buyers, except with respect to those violations that could not reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting Buyer from consummating the transactions contemplated by this Agreement.

6. COVENANTS AND AGREEMENTS:

6.1 Conduct of Business between Signing and Closing:

6.1.1 Except as: (i) contemplated by this Agreement; (ii) disclosed on Schedule 6.1.1; (iii) permitted under orders already issued in the Bankruptcy Cases and not otherwise prohibited under this Section 6.1.1; (iv) required by or resulting from any changes of applicable Laws; or (v) set forth in this Agreement or the transactions contemplated hereby, from and after the date of this Agreement and until the Closing, Delphi will cause the Asset Sellers to conduct the operations of the Business in the Ordinary Course of Business and use commercially reasonable efforts to maintain and preserve relations with customers, suppliers, employees and others having business

relationships with the Business. Except: as contemplated by this Agreement or as disclosed on Schedule 6.1.1, from and after the date of this Agreement and until the Closing, Delphi will cause the Asset Sellers with respect to the Business and the Securities Sellers with respect to Sections 6.1.1.A and 6.1.1.I below to refrain from doing any of the following without the prior written consent of Buyers' Representative (which consent will not be unreasonably withheld or delayed):

A. Purchase or sell any capital stock or other equity interests of any JV Company or grant or make any option, subscription, warrant, call, commitment or agreement of any character in respect of any such capital stock or other equity interests, or permit any JV Company to incur any Debt Obligations or make any loan outside the Ordinary Course of Business; provided, however, that this will not limit the ability of any JV Company to pay cash dividends or distributions of Net Cash to Delphi or any of its Affiliates between the date hereof and the Closing Date as long as a JV Company complies with all applicable Laws (including liquidity requirements) ;

B. Sell or otherwise dispose of Acquired Assets, excluding sales of tooling to customers, sales of Inventory and sales of receivables to financial institutions or credit collection agencies, in each case in the Ordinary Course of Business;

C. Incur, assume or guarantee any Debt Obligation that would become an Assumed Liability;

D. Incur any Encumbrance on any material Acquired Assets, in each case, other than Permitted Encumbrances;

E. Except as required by any written Contract as in effect on the date hereof or as required by Law, with respect to any U.S. Employee or non-U.S. Employee: (i) adopt or, except to comply with applicable Law, amend any Seller Employee Benefit Plan, (ii) increase in any manner (including the acceleration of vesting or payment of a payment or benefit) the compensation, employee benefits or fringe benefits of any U.S. Employees or Non-U.S. Employees or (iii) enter into any new, or amend any existing, Collective Bargaining Agreement or similar agreement with respect to any U.S. Employees or Non-U.S. Employees;

F. Make any material change in the accounting methods or practices followed by the Business (other than such changes that are required by Law or GAAP;

G. Make any election relating to Taxes, enter into any closing agreement relating to Taxes, settle any claim or assessment relating to Taxes or consent to any claim or assessment relating to Taxes or any waiver of the statute of limitations for any such claim or assessment that could affect the Buyer or the Business, or could give rise to or increase an Assumed or Excluded Liability;

H. Terminate or make any material amendment to a Material Contract, or waive any material right thereunder;

I. Amend any Organizational Document of any JV Company if Securities Seller has a right to veto any such amendment;

J. Fail to maintain insurance in a manner consistent with Sellers' past practice;

K. Disclose any secret or confidential Intellectual Property relating to the Business (except by way of applying for a patent or in the Ordinary Course of Business: (i) under customer purchase order terms that do not accept supplier information as confidential; or (ii) under confidentiality agreements entered into on customary terms with other third parties) or allow any patent or trademark registration or application to lapse or become abandoned (except in the Ordinary Course of Business);

L. Allow any Permit relating to the Business to lapse or fail to renew any such Permit; or

M. Agree or commit to do any of the foregoing.

N. Knowingly take any action that causes any JV Company to take any action or to fail to take any action as is proscribed under this Section 6.1 with respect to the business, assets or liabilities of such JV Company, as applicable.

6.2 Bankruptcy Actions:

6.2.1 As soon as practicable after the execution of this Agreement, Delphi will, and will cause the other Sellers that are Filing Affiliates to, file a motion or motions (and related notices and proposed orders) with the Bankruptcy Court seeking approval of the Bidding Procedures Order and entry of a Sale Approval Order.

6.2.2 Delphi will use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and Federal Rules of Bankruptcy Procedure in connection with obtaining approval of the sale of the Purchased Assets under the Agreement, including serving on all required Persons in the Bankruptcy Cases, notice of the Sale Motion, the Sale Hearing (as hereinafter defined) and the objection deadline in accordance with Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (as modified by orders of the Bankruptcy Court), the Bidding Procedures Order or other orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

6.3 Assumed U.S. Contracts; Cure Amounts. No later than as soon as practicable after the Auction, Delphi will, pursuant to a motion (which motion may be incorporated into the Sale Motion), move to assume and assign to Buyers the Pre-Petition Contracts listed on Schedule 6.3 (collectively, the "**Assumed U.S. Contracts**") and will provide notice thereof in accordance with all applicable Bankruptcy Rules as modified by orders of the Bankruptcy Court. Seller will pay Cure Amounts as agreed to by Delphi and each party to an Assumed U.S. Contract or, absent such agreement, by order of Bankruptcy Court in the time and manner specified by the Sale Approval Order.

6.4 Non-Competition:

6.4.1 Delphi and each Seller undertake and agree with Buyers that for a period of five (5) years after the Closing Date (the "**Restricted Period**"), except with the consent of Buyers' Representative, neither Delphi nor any Seller will not, and will procure that each Affiliate thereof will not, either on its own account or in conjunction with or on behalf of any person, firm or company, whether by sales, marketing or other activities, carry on or be engaged, whether as a shareholder, director, employee, partner or agent in carrying on any business which is engaged in the design, development, manufacture, remanufacture or sale of Products as carried on by the Business currently or at the Closing Date (a "**Competitive Business**"); provided, however, that the restrictions contained in this Section 6.4.1 will not prohibit, in any way, (i) the acquisition by Delphi or any of its Affiliated companies, directly or indirectly, of a non-controlling ownership interest in any Person or a division or business unit thereof, or any other entity engaged in a Competitive Business, if the Competitive Business accounts for fifteen (15%) percent or less of the sales or fifteen (15%) percent or less of the value of the acquired business at the date of such acquisition (whichever is the greater), but in no event having greater than \$25 million in gross sales of products of the Competing Business; (ii) the acquisition by Delphi or any of its Affiliated companies, directly or indirectly, of less than five (5%) percent of the publicly traded stock of any Person engaged in a Competitive Business; (iii) consistent with Delphi's troubled supplier practices relating to assuring supply of its Products to Delphi's OE customers so as to prevent a production interruption at such customers, any direct or indirect activities of Delphi or any Delphi Affiliate to advise, operate, manage or finance a troubled supplier of Delphi or its Affiliates, provided that Seller would use all commercially reasonable efforts to re-source the affected products as soon as practicable (within ninety (90) days unless Buyer consents to a longer period) and provide Purchaser with an opportunity to bid on such re-sourced products that are competitive with the Product; or (iv) the design, development, manufacture, remanufacture or sale of cinching latches and strikers, CRFMs and other HVAC products and the Excluded Products.

6.4.2 As a separate and independent covenant, Delphi and each Seller undertake and agree with Buyers that for the Restricted Period, except with the consent of Buyers' Representative, neither Delphi nor any Seller will, and Delphi will procure that each Affiliate thereof will not, either for its own account or in conjunction with or on behalf of any person, firm or company, for the purpose of carrying on any Competitive Business, call upon, solicit, advise or otherwise do, or attempt to do, business with any customers of the Business.

6.4.3 In the event that the covenants contained in Section 6.4.1 or Section 6.4.2 are more restrictive than permitted by Law, the Parties agree that the covenants contained in Section 6.4.1 or Section 6.4.2 will be enforceable and enforced to the extent permitted by Law.

6.4.4 The Restricted Period shall be extended by the length of any period during which Delphi or any Seller is determined by a Court of competent jurisdiction, to be in breach of the terms of this Section 6.4.

6.4.5 Delphi acknowledges that the covenants set forth in this Section 6.4 are an essential element of this Agreement and that, but for the agreement of Delphi to comply with these covenants and agreement of Delphi to ensure that all of its Affiliates

comply with these covenants, the Buyers would not have entered into this Agreement. Delphi acknowledges that: (i) this Section 6.4 constitutes an independent covenant that shall not be affected by performance or nonperformance of any other provision of this Agreement by the Buyers other than payment of the entire Purchase Price; (ii) \$10 million of the Purchase Price shall be consideration allocable to such independent covenant (without limiting Buyers' rights for indemnification purposes hereunder to be allocated among the Sellers on a pro rata basis consistent with the Allocation); (iii) if any covenant of Delphi set forth in this Section 6.4 were not performed in accordance with its specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the Buyers shall be entitled to specific performance of the terms of this Section 6.4, in addition to any other remedy at law or equity; and (iv) Delphi has independently consulted with their counsel and after such consultation agree that the covenants set forth in this Section 6.4 are reasonable and proper.

6.5 Tax Matters; Cooperation; Preparation of Returns; Tax Elections:

6.5.1 Seller will be responsible for the preparation and filing of all Tax Returns for the JV Company(ies) that are due on or prior to the Closing Date, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. JV Company(ies) will make any payments required to be made with these returns. Buyer will be responsible for the preparation and filing of all Tax Returns for the JV Company(ies) that are due after the Closing Date, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. JV Company(ies) will make any payments required to be made with these returns.

6.5.2 Seller will be responsible for the preparation and filing of all Tax Returns relating to the Acquired Assets for all periods ending on or prior to the Closing Date, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. Seller will make any payments required to be made with these returns.

6.5.3 Buyer shall prepare and file all Tax Returns relating to all real property Taxes, personal property Taxes or similar ad valorem obligations (collectively, "**Property Taxes**") levied with respect to the Acquired Assets for any taxable period that begins before the Closing Date and ends after the Closing Date (each such taxable period, a "**Straddle Period**"), whether imposed or assessed before or after the Closing Date, other than Straddle Period Tax Returns that Seller is required to file by applicable law. Seller shall be liable for and shall indemnify Buyer, its Affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives against all liability for the entire amount of Property Taxes levied for the Straddle Period multiplied by a fraction the numerator of which is the number of days in the Tax period ending on the Closing Date and the denominator of which is the number of days in the entire Tax period. Buyer shall be liable for and shall indemnify Seller, its Affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives against all liability for the entire amount of Property Taxes levied for the Straddle Period multiplied by a fraction the numerator of which is the number of days in the Tax period beginning on the day following the Closing Date and the denominator of which is the number of days in the entire Tax period. Any credits relating to a Straddle Period shall be taken into account as though the relevant Straddle Period ended on the Closing Date. All determinations necessary to give effect to the foregoing allocations

shall be made in a manner that does not accelerate deductions or defer income. With respect to any such Straddle Period returns or filings, the non-filing party shall pay to the filing party, not later than five (5) Business Days before the due date for payment of such Property Taxes levied for the Straddle Period, provided that the non-filing Party has received notice of the allocation at least ten (10) Business Days prior to the due date for payment under this Section 6.5.3, an amount equal to the portion of such Property Taxes levied for the Straddle Period for which the non-filing party is liable under this Section 6.5.3, and the filing party shall, promptly following the filing thereof, provide the non-filing party with a copy of such return or other filing and a copy of a receipt showing payment of any such Property Taxes levied for the Straddle Period. If notice of the allocation is not provided to the non-filing party at least fifteen (15) Business Days prior to the due date for payment under this Section 6.5.3, the non-filing party shall pay fifteen (15) days after receipt of notice, but shall have no liability if the payment is not made at least five (5) Business Days before the due date for payment of such Property Taxes levied for the Straddle Period. For any Property Tax Returns for the Straddle Period which the Seller was required by law to file prior to the Closing Date, the Seller shall provide an allocation between Seller and Buyer of the Property Taxes reflected on such returns, applying this Section 6.5.3 and taking into account all payments made as of the Closing Date, as soon as practicable following Closing. The Party with a net liability to the other Party shall make a payment in settlement of the net liability within fifteen (15) days following the date on which the allocation is provided. Any payments under this Section 6.5.3 shall be treated as purchase price adjustments under Article 3.

6.5.4 Buyers will be responsible for the preparation and filing of all Tax Returns relating to the Acquired Assets for all periods beginning after the Closing. Buyers or Buyers will make all payments required with respect to any such Tax Return.

6.5.5 Sellers and Buyers will use commercially reasonable efforts and cooperate in good faith to exempt the sale, conveyance, assignments, transfers, and deliveries to be made to the Buyers hereunder from any federal, state, county, local, foreign and other transfer, documentary, sales, use, registration, recording, stamp, value-added and other such taxes (including all applicable real estate transfer taxes, but excluding any taxes based on or attributable to income or gains) and related fees (including notarial fees as well as any penalties, interest and additions to tax) ("**Transfer Taxes**") payable in connection with such sale, conveyance, assignments, transfers and, deliveries, to the extent provided in the Sale Approval Order, in accordance with Section 1146(c) of the Bankruptcy Code. If Bankruptcy Court approval is granted for such exemption, then any instrument transferring the acquired assets to the Buyers will contain the following endorsement:

Because the transactions contemplated by this Agreement have been authorized pursuant to Order of the United States Bankruptcy Court for the Southern District of New York relating to a chapter 11 plan of [Seller], they are exempt from transfer taxes, stamp taxes, or any other similar taxes pursuant to 11 U.S.C. § 1146(c).

To the extent not exempt under Section 1146 of the Bankruptcy Code and approved in the Sale Approval Order, such Transfer Taxes arising out of or incurred in connection with this Agreement will be borne solely by Buyers. The party that is legally required to file a Tax Return relating to Transfer Taxes will be responsible for preparing and timely filing such Tax Return. Delphi will prepare the Transfer Tax returns for which Delphi is

responsible as soon as is practicable and provide the Buyers with a copy to review. Buyers agree to provide Delphi with comments and the amount of transfer tax to be paid in sufficient time to enable Delphi to timely file the return and pay the Transfer Tax.

6.5.6 Buyers and Sellers will cooperate, or cause their Affiliates to cooperate, in connection with: (i) the preparation and filing of any Tax Return, Tax election, Tax consent or certification or any claim for a Tax refund; (ii) any determination of liability for Taxes; and (iii) any audit, examination or the prosecution or defense of any claim, suit or other proceeding in respect of Taxes related to the Business or the Acquired Assets. Buyer and Seller agree to furnish or cause their Affiliates to furnish to each other upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets, the JV Companies, or the Business (including access to books and records) as is reasonably necessary to so cooperate. Buyer and Seller or their Affiliates shall each execute and deliver such other documents as are necessary to carry out the intent of this Section 6.5. Buyer and Seller shall provide, or cause their Affiliates to provide, timely notice to each other in writing of any pending or threatened Tax audits, assessments or litigation with respect to the Acquired Assets or the Business for any taxable period for which the other party may have liability under this Agreement. Buyer and Seller shall furnish, or cause their respective Affiliates to furnish, to each other copies of all correspondence received from any Taxing Authority in connection with any Tax Audit or information request with respect to any taxable period for which the other party or its Affiliates may have liability under this Agreement.

6.5.7 Buyers will not make any election under Internal Revenue Code Section 338 for any JV Company.

6.6 Employee Matters:

6.6.1 Transferred Employees. Sellers will update Schedule 4.11.1 as of the day prior to Closing:

A. Subject to Section 6.6.1.B, Section 6.6.1.H, and Section 6.6.3, effective as of the Closing, the relevant Buyer will offer employment to all U.S. Employees, other than Inactive Employees, and Non-U.S. Employees with such new employment to commence (if accepted, whether by reporting to work or otherwise) with effect from the Closing; provided, however, that, the relevant Buyer will assume the employment Contracts listed on Schedule 6.6.1 of any Non-U.S. Employees in accordance with applicable Transfer Regulations. In addition, the relevant Buyer will: (i) employ the employees of Sellers or Sellers' Affiliates (for the purpose of this Section 6.6.1.A, Seller's Affiliates will include Korea Delphi Automotive Systems Corporation) currently seconded to either of the JV Companies, in accordance with applicable terms of employment; or (ii) elect to retain such employees through an employment contract company (e.g., FESCO); in any case, in accordance with applicable Laws and Transfer Regulations. Buyers will comply with all requirements of the Transfer Regulations, including assuming and recognizing the seniority status of such employees for all purposes of the continued employment with the relevant Buyer.

B. Subject to the next sentence, Buyer will offer employment to all but up to five (5) active U.S. Salaried Employees, other than Inactive Employees who will transfer in accordance with Section 6.6.3, who primarily support the

Business, including: (i) all salaried employees at the Adrian, Michigan; Gadsden, Alabama; and Cottdale, Alabama Manufacturing Facilities; and (ii) salaried employees who primarily support the Business in the case of the Vandalia, Ohio technical center, and the Troy, Michigan technical center and corporate offices. The foregoing obligation would not apply to employees ineligible for employment by Buyer based on "cause" as previously identified in Buyer's due diligence and mutually agreed by the parties which will not be unreasonably withheld. For all U.S. Salaried Employees, except as otherwise provided herein, Buyers' offer of employment will include salary and benefits packages that are substantially comparable in the aggregate to those in place immediately prior to Closing. Prior to tendering such offers, Buyers will provide Sellers with information sufficient to satisfy Sellers (not to be unreasonably withheld) that such offers meet the "substantially comparable in the aggregate" requirement. Sellers' satisfaction that Buyers' offers meet this requirement will not be unreasonably withheld. For all such U.S. Salaried Employees, Buyers will maintain the requisite level of compensation and benefits for a minimum of twelve (12) months following the Closing Date; provided, however, that, where the level of compensation and benefits of any such employees is governed by a Contract containing a different duration provision and referred to in Schedule 6.6.1, Buyers will abide by the terms of such Contract.

C. For all U.S. Hourly Employees or Non-U.S. Employees, Buyer's offer of employment (or assumption of employment Contract as applicable for any Non-U.S. Employees) will be on the same terms, at the same level of compensation and with the same benefits in effect immediately prior to Closing. The specific terms governing the offer of employment to any Non-U.S. Employee will be as set forth in the applicable Transfer Agreement and in compliance with applicable Transfer Regulations.

D. Sellers will retain responsibility for all Liabilities for workers' compensation benefits related to injuries or illnesses incurred by Transferred U.S. Employees prior to the Closing, provided that claims for such Liabilities are filed within twelve (12) months of the Closing. All other such Liabilities will be the responsibility of Buyer.

E. Regardless of the vesting date, Sellers will be responsible for the amount of all accrued and unutilized vacation pay and any profit sharing or incentive compensation of Transferred U.S. Employees due for the calendar year in which the Closing occurs on a pro-rata basis using the number of days worked by the Transferred U.S. Employees for Seller or other Seller-Affiliated employer.

F. Buyers will assume all accrued pension and vacation pay liabilities for all Transferred Non-U.S. Employees, as set forth in the Transfer Agreements.

G. Seller will remain responsible for all employment rights of Transferred U.S. Employees incurred or vesting prior to the Closing, except as otherwise provided in this Section 6.6, and will retain all assets relating thereto, including training funds in connection with Seller U.S. Collective Bargaining Agreements.

H. Schedule 6.6.1.H lists the U.S. Hourly Employees who, as of the Closing Date, are or may become eligible for traditional pension benefits under the Delphi Hourly-Rate Employees Pension Plan ("**Delphi HRP**") (i.e., pension benefits other than cash balance benefits provided in accordance with the Individual Retirement Plan provisions of the Delphi HRP) and their union affiliation (i.e., UAW or IUE-CWA). Seller will continue to employ the U.S. Hourly Employees listed on Schedule 6.6.1.H and will lease such U.S. Hourly Employees (hereinafter "**Leased U.S. Hourly Employees**") to Buyer until such time as benefit accruals under the Delphi HRP are frozen in accordance with the "**Term Sheet – Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantee**" (i.e., Attachment B of the 2007 UAW-Delphi-GM Memorandum of Understanding – Delphi Restructuring dated June 22, 2007 or Attachment B of the IUE-CWA-Delphi-GM Memorandum of Understanding – Delphi Restructuring dated August 5, 2007, as applicable) (hereinafter the "**Benefit Guarantee Term Sheet**"), but in no event for a period longer than nine (9) months following Closing unless Buyer agrees otherwise (which agreement Buyer may withhold in its sole discretion). Subject to the preceding sentence, once the Delphi HRP is frozen in accordance with the Benefit Guarantee Term Sheet, Buyer will offer employment to the Leased U.S. Hourly Employees and, if accepted, such Leased U.S. Hourly Employees will become Transferred Employees. For and in relation to the lease period, Buyer will reimburse Seller for all of Seller's employment-related costs, including wages and benefits, associated with the Leased U.S. Hourly Employees at the rate of \$34.67 per hour worked for production employees and \$59.40 for skilled trades employees.

6.6.2 Collective Bargaining Agreements. Buyers will assume the terms and conditions of all Collective Bargaining Agreements referred to in Schedule 6.6.1 that relate to Non-U.S. Employees, in accordance with applicable Transfer Regulations. Buyers will assume the terms and conditions of the Collective Bargaining Agreements applicable at the Cottdale, Alabama; Adrian, Michigan; and Gadsden, Alabama Manufacturing Facilities as such terms and conditions may be modified by mutual agreement of the Buyer and the respective unions prior to Closing and subject to a Memorandum of Understanding between Seller and the respective Union regarding the effects of the sale upon the bargaining unit members (the "**Effects MOU**"); provided, however, that Buyer will not assume any obligation or liabilities under the Effects MOUs or under Seller Employee Benefit Plans referred to in such Collective Bargaining Agreements but rather will establish Buyer-sponsored employee benefit plans which are consistent with the terms and conditions of such Collective Bargaining Agreements; and, provided, further, that the assumed Collective Bargaining Agreements will apply only to U.S. Hourly Employees who become Transferred Employees, and other individuals hired by Buyer after Closing. Buyers will recognize the seniority status of all Transferred Employees who are employed in accordance with a Collective Bargaining Agreement for all purposes of continued employment with Buyers.

6.6.3 Inactive Employees:

A. U.S. Employees who are not active employees as of the Closing ("**Inactive Employees**") due to disability, family medical leave or other approved leave of absence will remain Sellers' responsibility until such employee is ready

to return to active employment in accordance with Sellers' leave policies and Section 6.6.3.B below.

B. When an Inactive Employee is ready to return to active status in accordance with Sellers' leave policies, Buyers will offer employment to such individual in accordance with Section 6.6.1 and, provided such individual accepts Buyers' offer of employment, such individual will be considered a Transferred Employee as of the date such individual reports to work with Buyers for active duty. In the event that an employee is seeking to return to active employment from a medical-based leave, such individual's fitness for active employment must be approved by both Sellers and Buyers; provided that such process does not violate any applicable Collective Bargaining Agreement or Law.

C. If Sellers and Buyers do not agree as to an individual's fitness for active employment, the issue will be submitted to an independent medical evaluator, whose determination will be final and binding on the Parties. The cost of such independent medical evaluation will be shared equally by the Parties.

6.6.4 Employee Benefit Plans:

A. Buyers will assume all accrued pension liabilities for all Transferred Non-U.S. Employees, in accordance with the applicable Transfer Regulations and as set forth in this Agreement or the Transfer Agreements.

B. Subject to Section 6.6.4.E below, Transferred U.S. Employees' and their dependents' and beneficiaries' participation in and eligibility for benefits under the Seller Employee Benefit Plans (other than vested pension benefits) will cease as of the Closing. Notwithstanding the preceding sentence, the Seller Employee Benefit Plans which are welfare plans as defined under ERISA will retain liability for all claims incurred by the Transferred U.S. Employees and their dependents and beneficiaries prior to the Closing, including claims which are not submitted until after the Closing. A claim will be deemed incurred, as applicable:

(i) On the date of the occurrence of death or dismemberment in the case of claims under life insurance and accidental death and dismemberment Seller Employee Benefit Plans;

(ii) On the date on which the service or treatment is provided in the case of claims under medical, hospital, dental and similar Seller Employee Benefit Plans; or

(iii) On the date immediately following a Transferred U.S. Employee's last day worked on which a physician legally licensed to practice medicine certifies to total disability under the applicable disability Seller Employee Benefit Plans.

C. Transferred U.S. Employees' and their dependents' and beneficiaries' participation in and eligibility for benefits under the Buyers' Employee Benefit Plans will commence as of the Closing. Buyers will not assume any Seller Employee Benefit Plans applicable to Transferred U.S. Employees or any Assets or Liabilities relating to:

(i) Any Employee Benefit Plan which Sellers or any of their subsidiaries maintain, contribute to or have any obligation to contribute to;

(ii) Any Employee Benefit Plan to which Sellers or any of their subsidiaries have incurred or expect to incur liability, direct or indirect, contingent or otherwise, under Title IV of ERISA with respect to the termination of, or withdrawal from, any Employee Benefit Plan;

(iii) Any accumulated funding deficiency (as defined in Section 302 of ERISA) that has occurred, exists or is reasonably expected to occur with respect to any Employee Benefit Plan subject to Title IV of ERISA with respect to which Sellers or any of their Affiliates have or may have any Liability, direct or indirect, contingent or otherwise; or

(iv) Claims of the U.S. employees of Sellers or their Affiliates (or a dependent thereof who becomes a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as a result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs prior to the Closing.

D. Buyers will recognize a Transferred U.S. Salaried Employee's pre-Closing credited service with Seller for eligibility and vesting purposes but not benefit accrual purposes with respect to any Employee Benefit Plans of any Buyer. However, in no case will credited service be recognized under this provision if such recognition will cause a duplication of compensation or benefits as between Sellers and Buyers.

E. Buyer will not provide transferred U.S. Salaried Employees with a defined benefit plan, but will provide a defined contribution plan. Seller will retain all assets and liabilities under Seller's defined benefit pension plan for the benefits accrued prior to Closing for any transferred U.S. Salaried Employees. Subject to Seller obtaining the requisite government approvals to do so, Seller's defined benefit plan will continue to recognize service at Buyer for purposes of vesting and eligibility (but not benefit accrual) provided that Buyer will reimburse Seller quarterly solely for the service cost of Seller's pension supplement as set forth in Part A, Article I, Section 2 of the Delphi Retirement Program for Salaried Employees. The annual service cost Buyer pays Seller will be based upon the Seller's SFAS 87 assumptions in Seller's then most-recent annual report subject to it being reasonably acceptable to Buyer's actuary. Other than reimbursement for the service cost relating to the pension supplement, Buyer will have no obligation relating to Seller's defined benefit plan.

F. Buyer will not provide retiree welfare benefits (including retiree medical benefits and life insurance) to Transferred U.S. Salaried Employees. Sellers will retain all liability and responsibility for retiree welfare benefits for Transferred U.S. Salaried Employees who are eligible to retire from Sellers as of the Closing. With regard to transferred U.S. Salaried Employees who are not eligible to retire as of the Closing but who are eligible for retiree welfare benefits:

(i) Buyer will pay to Delphi the annual service cost of the Delphi retiree medical benefits being earned by such Transferred U.S. Salaried Employees for the years employed by Buyer up to the date such employees' eligibility requirements have been fulfilled; and

(ii) Buyer will pay to Delphi the annual service cost of the Delphi retiree life insurance being earned by such Transferred U.S. Salaried Employees for the years employed by Buyer up to the date such employees actually retire from Buyer.

On an annual basis, Buyer will pay to Delphi the above annual service costs under Delphi's benefit plans associated with retiree welfare benefits for the Transferred U.S. Salaried Employees. If a Transferred U.S. Salaried Employee leaves the employ of Buyers prior to his being eligible to retire with retiree welfare benefits in accordance with Seller's applicable retiree welfare benefit plans, the service cost previously paid by Buyers for such employee will be deducted from any future contribution by Buyer. Seller will provide such retiree welfare benefits in accordance with the Seller retiree welfare benefit plans in effect on or after the date such Transferred U.S. Salaried Employee actually retires. The annual service cost Buyer pays Delphi will be based upon the Seller's SFAS 106 assumptions in Seller's then most-recent annual report, subject to it being reasonably acceptable to Buyer's actuary.

G. Pension and retiree welfare benefits received from Seller (contingent on Buyers' reimbursements for pension and retiree medical service costs under Section 6.6.4.E and 6.6.4.F) shall be included in determining Buyers' satisfaction of the "substantially comparable in the aggregate" requirement in Section 6.6.1.B.

H. Severance. Buyers will be responsible for all obligations and liabilities relating to any claims for severance, termination (actual or constructive), redundancy, change in control agreements or other payments or benefits by Transferred U.S. Employees arising from the transactions contemplated under this Agreement and based on Buyer's actions following the Closing; provided, however, that Seller will be responsible for reimbursing all severance amounts incurred by Buyer for the number of U.S. Hourly Employees who at the Closing Date are manufacturing HVAC products under the Adrian Manufacturing Services Agreement, within ten (10) Business Days after receipt of an invoice reasonably detailing all such severance amounts actually incurred by Buyer for hourly Transferred Employees upon termination of the Adrian Manufacturing Services Agreement.

I. Employee Benefits of U.S. Hourly Employees. On or before Closing the Parties will agree as to the mechanics of the "our watch, your watch" details of this Section 6.6.4, as relates to U.S. Hourly Employees who become Transferred Employees.

6.6.5 COBRA. Seller will retain responsibility for all liabilities, obligations, commitments, costs and expenses for claims of the Transferred U.S. Employees (or a dependent thereof who becomes a "qualified beneficiary" within the meaning of

Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs at or prior to the Closing.

6.6.6 WARN Act. Buyers will assume all post-Closing obligations and liabilities relating to WARN Act or other similar notice Laws, if any, by Transferred Employees arising from the transactions contemplated under this Agreement.

6.6.7 Grievances. Seller will retain responsibility to administer and all liability for labor union grievances and arbitration proceedings (collectively the "**Grievances**") involving claims of Transferred U.S. Hourly Employees incurred prior to the Closing, but only if Buyer notifies Seller within one (1) year after Closing of any Grievances filed after the Closing which relate to claims incurred prior to the Closing. Buyer will be responsible to administer and bear all liability for Grievances involving claims incurred after the Closing and Grievances involving claims incurred prior to the Closing to the extent that Seller was not provided notice of any such Grievances within one (1) year of Closing. To the extent the administration or resolution of any Grievances requires both the Buyers' and Sellers' participation, the following apply:

A. Buyers and Sellers will cooperate in the defense of the Grievances.

B. Buyers will not settle any Grievance without Sellers' consent if such settlement will result in Liability for Seller. Such consent will not be unreasonably withheld.

C. Sellers will not settle any Grievance without Buyers' consent if such settlement will result in Liability for Buyers. Such consent will not be unreasonably withheld.

D. If the seniority of an employee is reinstated as a result of the disposition of a Grievance or Governmental Order, Buyer will reinstate the employee as if such employee had been a Transferred U.S. Hourly Employee as of the Closing.

E. For Transferred U.S. Hourly Employees who have been continuously employed, back pay Liability to the extent relating to an event, occurrence or cause of action arising prior to the Closing will be allocated to Seller. Liability relating to an event, occurrence or cause of action arising subsequent to the Closing will be allocated to Buyer.

F. For employees who become Transferred U.S. Hourly Employees because they are reinstated through the grievance procedure, back pay Liability relating to periods prior to the Closing will be allocated to Seller. Liability relating to periods subsequent to the Closing will be allocated to Buyer.

G. The Parties will discuss treatment of Grievances involving unusual circumstances or events that continue before and after the Closing.

H. If either party withholds consent to a settlement or processing of a Grievance recommended by the other party or elects to continue to defend the Grievance, then such party will be liable for the portion of the Liabilities resulting from the ultimate disposition of such Grievance (or subsequent settlement) which is in excess of the liability that would have resulted from the settlement recommended and rejected.

6.6.8 Cooperation. Sellers and Buyers will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Section 6.6.

6.6.9 Union and Works Council Notifications. Sellers and Buyers will reasonably cooperate in connection with any notification required by Law to, or any required consultation with, or the provision of documents and information to, the employees, employee representatives, work councils, unions, labor boards and relevant government agencies and governmental officials concerning the transactions contemplated by this Agreement.

6.6.10 Non-Solicitation. Delphi and each Seller, in each case on behalf of itself and its Affiliates (collectively, "**Restricted Parties**"), agree, for a period of five (5) years following Closing: (i) not to offer to employ any of the salaried Transferred Employees of the Business; and (ii) not to employ or offer to employ any of the individuals listed on Schedule 6.6.10 hereto; in each case without Buyer's prior consent (not to be unreasonably withheld). Notwithstanding the foregoing, the Restricted Parties may employ any individuals referred to in clause (i) above who either: (a) respond to a general advertisement that is not targeted specifically at the salaried Transferred Employees; or (b) have been terminated by Buyer prior to commencement of employment discussions with a Restricted Party.

6.6.11 Amendment of Buyer Plans. Subject to Buyers' compliance with its obligations under Section 6.6.1.B (twelve (12) month requirement) and Section 11.3.1, nothing in this Section 6.6 shall prevent the amendment or termination of any Employee Benefit Plan of any Buyer or limit the right of Buyer or any of its Affiliates to terminate the employment of any Transferred Employee at any time. Without limiting the generality of Section 12.13, nothing in this Section 6.6, express or implied, is intended to or shall confer upon any Transferred Employee any right, benefit or remedy of any nature whatsoever against Buyers or their Affiliates.

6.7 Contact with Customers and Suppliers. Prior to the Closing, except in the ordinary course as a supplier to certain customers and without discussing the Sale, Buyers and their Affiliates and their respective representatives will contact and communicate with the Transferred Employees, customers, suppliers and licensors of the Business in connection with the transactions contemplated by this Agreement only with the prior consent of Delphi, which consent shall not be unreasonably withheld and, except with respect to General Motors, may be conditioned upon a designee of Delphi being present at any such meeting or conference.

6.8 Technical Documentation. Sellers have delivered, or will deliver on or before the Closing, to the Buyer, a copy of all Technical Documentation included in the Acquired Assets. For a period of not less than ten (10) years commencing at the Closing, Buyers will use reasonable efforts to maintain all Technical Documentation applicable to Product design, test, release and validation at a location at which it will be reasonably accessible to Delphi upon

Seller's request where such access is reasonably necessary in connection with the defense of litigation or Claims brought against Seller by a third party, an investigation or inquiry by a Governmental Authority, or third party subpoenas. During such ten (10) year period, Buyers will not destroy or give up possession of the final copy of such Technical Documentation without offering Delphi the opportunity to obtain a copy of such documentation at Delphi's expense but without any payment to Buyers.

6.9 Books and Records and Litigation Assistance From and After Closing:

6.9.1 Buyers will preserve and keep all books, records, computer files, software programs and any data processing files delivered to Buyer by Seller and its Affiliates pursuant to the provisions of this Agreement for a period of not less than five (5) years from the Closing Date, or for any longer period as may be required by any Law, Governmental Entity Order or in connection with any ongoing litigation, audit or appeal of Taxes, or Tax examination, at Buyer's sole cost and expense. During such period, Buyer will: (i) provide Seller with such documents and information as necessary, consistent with past practice, to complete the accounting books and records of each facility included within the Business; and (ii) make such books and records available to Seller and its Affiliates as may be reasonably required by Seller and its Affiliates in connection with any legal proceedings against or governmental investigations of Seller and its Affiliates or in connection with any Tax examination, audit or appeal of Taxes of Seller and its Affiliates, the Business or the Acquired Assets. Seller or its Affiliates will reimburse Buyer for the reasonable out-of-pocket expenses incurred in connection with any request by Seller to make available records pursuant to the foregoing sentence. In the event Buyer wishes to destroy or dispose of such books and records after five (5) years from the Closing Date, it will first give not less than ninety (90) days' prior written notice to Seller, and Seller will have the right, at its option, upon prior written notice given to Buyer within sixty (60) days of receipt of Buyer's notice, to take possession of said records within ninety (90) days after the date of Buyer's notice to Seller hereunder.

6.9.2 Buyers will, from time to time, at the reasonable request of Sellers, cooperate fully with Sellers in providing Sellers and their Affiliates (as appropriate) (to the extent possible through Transferred Employees) with technical assistance and information in respect to any claims brought against Sellers and their Affiliates involving the conduct of the Business prior to Closing, including consultation and/or the appearance(s) of such persons on a reasonable basis as expert or fact witnesses in trials or administrative proceedings. Sellers will reimburse Buyers and their Affiliates for their reasonable, actual direct out-of-pocket costs (travel, employee time (other than for clerical services), hotels, etc.) of providing such services. In particular, Buyers, for themselves and on behalf of their Affiliates, agree to: (i) retain all documents required to be maintained by Law and all documents that may be reasonably required to establish due care or to otherwise assist Sellers and their Affiliates in pursuing, contesting or defending such claims; (ii) make available their documents and records in connection with any pursuit, contest or defense, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Buyers and their Affiliates must be made available if making these documents or records available would cause the loss of this privilege (in any case, however, Buyers must notify Sellers of the existence of such privileged documents); and (b) Sellers and their Affiliates will agree to keep confidential documents and records that are confidential or are subject to trade secret protection); (iii) promptly respond to discovery requests in connection with such claim,

understanding and acknowledging that the requirements of discovery in connection with litigation require timely responses to interrogatories, requests to produce and depositions and also understanding and acknowledging that any delays in connection with responses to discovery may result in sanctions; (iv) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods so as not to interfere materially with Buyers' business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Sellers and their Affiliates in connection with such claim, including investigation into claims and occurrences described in this section and preparing for and giving factual and expert testimony at depositions, court proceedings, inquiries, hearings and trial; and (v) make available facilities and exemplar parts for the sole and limited use of assisting Sellers and their Affiliates in the contest or defense.

6.10 Corporate Names:

6.10.1 Buyers will have the right (including the right to authorize their relevant Affiliates) to continue to sell or dispose of any existing inventories or service materials of the Business in existence at the Closing and bearing any trademark, service mark, trade name or related corporate name of Delphi or any Affiliate of Delphi for a period of no more than ninety (90) days after the Closing Date (one hundred eighty (180) days for engineering drawings) in a manner consistent with past practice of the Business and the name and reputation associated therewith, provided that Buyers and their Affiliates will clearly indicate to recipients of such written materials that the Business is owned by Buyers and their Affiliates and is no longer affiliated with, and Buyer and its Affiliates do not represent, the Sellers or any Affiliate of Seller.

6.10.2 After the expiration of the applicable period set forth in Section 6.10.1, Buyers will not use, and will use commercially reasonable efforts to cause the JV Companies not to use, the name "Delphi" and any trademarks, trade names, brandmarks, brand names, trade dress or logos relating or confusingly similar (including on any signs, billboards, advertising materials, telephone listings, web sites, labels, stationery, office forms, packaging or other materials) in connection with the Business or otherwise. No later than forty-five (45) days before the Closing Date, Buyer shall submit a company name change request to Seller for review. Upon the agreement by the Parties on such name change, Seller will be responsible for registering such new name with the relevant government authority, provided that Buyer shall provide all necessary assistance and documents required to achieve that effect.

6.10.3 If not completed prior to Closing, consistent with the terms of applicable JV Company Contracts included in the Acquired Assets, Buyers will use all commercially reasonable efforts to cause each of the JV Companies to amend its certificate of incorporation, partnership agreement, limited liability company agreement and other applicable documents, in order to change the names of such companies to a name not containing the word "Delphi", with such changes to take effect pursuant to the terms of the respective transfer deed governing the sale of each JV Company.

6.10.4 Each of the Parties acknowledges and agrees that the remedy at Law for any breach of the requirements of this Section 6.10 would be inadequate, and agrees and consents that without intending to limit any additional remedies that may be available, temporary and permanent injunctive and other equitable relief may be granted

without proof of actual damage or inadequacy of legal remedy in any Proceeding which may be brought to enforce any of the provisions of this Section 6.10.

6.10.5 Notwithstanding the foregoing, nothing in this Section 6.10 shall prevent Buyers from selling all existing inventory for Chevrolet Malibu door module service parts and Fiat Stilo latch service parts until all such inventory has been sold, provided that such service parts are packaged in a manner to indicate that the Business is owned by Buyers and their Affiliates and is no longer affiliated with, and Buyer and its Affiliates do not represent, the Sellers or any Affiliate of Seller.

6.11 Intellectual Property Licenses:

6.11.1 License to Buyers. Delphi, on behalf of itself and its Affiliates, hereby grants to Buyers, as of the Closing Date, a worldwide, perpetual, paid-up, royalty free license to use the Shared Intellectual Property to develop, manufacture, use, import, export, offer to sell and sell Products and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith, subject to any restrictions arising from rights granted to third parties prior to the Closing Date; such license will be exclusive for a period of five (5) years after the Closing Date and nonexclusive after such period. Further, Delphi, on behalf of itself and its Affiliates, hereby grants to Buyers, as of the Closing Date, a sublicense for all Sublicensed Intellectual Property, said sublicense being subject to the terms of the applicable Contracts listed in Schedule 6.11.1, to develop, manufacture, import, export, offer to sell and sell Products, and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith; effective upon and for a period of five (5) years after the Closing Date, neither Delphi nor its Affiliates will further sublicense the Sublicensed Intellectual Property to develop, manufacture, import, export, offer to sell or sell Products. The license granted to Buyer under this Section 6.11.1 does not extend to the Excluded Products and is not assignable in whole or in part except to a purchaser of all or substantially all of the portion of the Business to which the license pertains.

6.11.2 License to Sellers. Buyers, on behalf of themselves and their Affiliates, hereby grant to Seller as of the Closing Date, a worldwide, perpetual, paid-up, royalty free, non-exclusive license to develop, manufacture, use, import, export, offer to sell and sell products and services of the type provided by Sellers and their Affiliates as of the Closing Date (other than the Products, but including Hybrid CrossCar Beams), and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith, using any Purchased Intellectual Property, subject to any restrictions arising from rights granted to third parties prior to the Closing Date. The license granted to Seller under this Section 6.11.2 also extends to the Hybrid CrossCar Beam.

6.11.3 Further Understandings. The licenses granted above in this Section 6.11: (i) include the right for the licensed party to sublicense to any of its Affiliates, to its and their successors, and to suppliers, customers and others in connection with the conduct of the businesses contemplated by this Agreement; and (ii) do not include any right to use any Trademark Rights. In addition, Sections 6.11.3.A-6.11.3.F detail certain rights concerning cinching latches and cinching strikers:

A. The remote cinching latch, power pulldown units and the Lincoln power cinching striker (the "**Transferred Cinching Products**") are Products and will be transferred with the Business. Owned Intellectual Property that is used primarily for Transferred Cinching Products is Purchased Intellectual Property and will be transferred with the Business.

B. The integral cinching latch, the advanced development power cinching striker and the advanced development power cinching latch (the "**Retained Cinching Products**") are Excluded Products and will not be transferred with the Business. Owned Intellectual Property that is used primarily for Retained Cinching Products ("**Retained Cinching Products Intellectual Property**") is not Purchased Intellectual Property but will be licensed as set forth in Section 6.11.3.C.

C. Buyers' license under Section 6.11.1 also includes the right to use Retained Cinching Products Intellectual Property to develop, manufacture, use, import, export, offer to sell and sell cinching and non-cinching latches and strikers and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith.

D. Delphi's license under Section 6.11.2 also includes the limited right to use Purchased Intellectual Property that is included in the Retained Cinching Products as of the Closing Date, to develop, manufacture, use, import, export, offer to sell and sell cinching latches and strikers for use with power closure drive systems sold by Delphi and its Affiliates and the successors to Delphi's power closure drive systems business, and for sale to Shanghai Delphi Automotive Door Systems Co., Ltd. and its successors, and to reproduce, prepare derivative works, distribute copies, perform and display copyrighted works in connection therewith.

E. The non-competition provisions of Section 6.4.1 do not prohibit development, manufacture, use, import, export, offer to sell and sale of cinching latches and strikers for use with power closure drive systems sold by Sellers and their Affiliates.

F. The non-competition provisions of Section 6.4.1 do not prohibit development, manufacture, use, import, export, offer to sell and sale of cinching and non-cinching latches and strikers by the successors to Delphi's power closure drive systems business. However, this Agreement does not provide a right for such successors to use Purchased Intellectual Property except as set forth in Section 6.11.3.D.

6.11.4 Post-Closing Intellectual Property. This Agreement does not grant Sellers any rights under any Intellectual Property created by Buyers after the Closing Date, and does not grant Buyers any rights under any Intellectual Property created by Sellers after the Closing Date.

6.12 Intentionally Omitted.

6.13 Competition Clearance:

6.13.1 Subject to the terms hereof, Buyers and Delphi agree to cooperate and to use commercially reasonable efforts to obtain, as promptly as practicable following the date hereof, any Governmental Approvals required for the Closing under the HSR Act, EC Merger Regulation and any other applicable Competition/Investment Law, to respond to any government requests for information thereunder, to contest and resist in good faith any action thereunder, and to have lifted or overturned any Governmental Order that restricts, prevents or prohibits the consummation of the transactions contemplated by this Agreement. The Parties will use commercially reasonable efforts to complete, no later than five (5) days after the Bid Deadline, Schedule 6.13.1, which includes a list of all countries in which competition filings may be required or appropriate. In this respect, Buyers will make (or continue to prosecute, if made previously) all the competition filings set forth in Schedule 6.13.1 no more than five (5) Business Days after the date such Schedule has been completed, and Buyers' Representative will: (i) promptly inform Delphi of all oral and written communications with any Governmental Authority in respect of any required Governmental Approval; (ii) give Delphi the opportunity to comment on all filings and any response prepared by Buyers prior to Buyers' submitting such response to the relevant Governmental Authority; and (iii) afford Delphi or any Seller designated by Delphi the opportunity to attend any meetings, telephone conferences or video conferences organized with the Governmental Authorities in relation to any required Governmental Approval. Notwithstanding the foregoing, the Parties agree that neither of them will make any voluntary filing under applicable foreign antitrust laws or regulations unless advised by legal counsel in such jurisdiction that the failure to make a filing could result in a Material Adverse Effect or otherwise be in violation of applicable Law. Each party hereto will promptly inform the other of any oral or other communication from any Governmental Authority regarding any of the transactions contemplated by this Agreement and the Ancillary Agreements. If the competition authority in any such country: (i) imposes conditions upon its approval of the transactions contemplated by this Agreement; or (ii) files a Proceeding before a Governmental Agency seeking to restrain or prohibit, or to obtain damages or other relief in connection with, the consummation of the transactions contemplated by this Agreement, the Parties will take commercially reasonable steps to negotiate with the competition authority regarding, and comply with, any conditions or modifications requested by such competition authority, consistent with the general intention of this Agreement (that ownership of the Business will be vested in the Buyers). Subject to Section 9.2.2, each Party will bear its own costs and expenses incurred in negotiating and agreeing to the required conditions or modifications with the competition authorities.

6.13.2 Buyers will not acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement or the Transfer Agreements or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated by this Agreement or the Transfer

Agreements; (iii) significantly increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated by this Agreement or the Transfer Agreements.

6.14 Further Actions:

6.14.1 Within three (3) Business Days after the entry of an unstayed Sale Approval Order by the Bankruptcy Court, the Parties will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable under Law to consummate the transactions contemplated hereby and by the Transfer Agreements. In furtherance of the foregoing, the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with the transactions contemplated by this Agreement.

6.14.2 At all times prior to the Closing: (i) Delphi will notify Buyers' Representative in writing of any fact, condition, event or occurrence that will result in the failure of any of the conditions contained in Article 7 to be satisfied, promptly upon any of them becoming aware of the same; and (ii) Buyers' Representative will notify Delphi in writing of any fact, condition, event or occurrence that will result in the failure of any of the conditions contained in Article 7 to be satisfied, promptly upon any of them becoming aware of the same.

6.15 Further Assurances. If at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the parties hereto shall take or cause to be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective the transactions contemplated hereby; provided that, to the extent not indemnified or required hereunder the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them. The foregoing covenant will survive the Closing of the transactions contemplated herein.

6.16 Shared Items Transferred to Buyers; Transfer Pricing. With respect to any contracts for goods or services included in the Acquired Assets and that are used by both the Business and other operations of Delphi or its Affiliates that are set forth on Schedule 6.16, and that will be transferred to Buyers at Closing, Buyers will provide Sellers with the benefits of such contracts in substantially the same manner described in Section 2.4 above regarding Deferred Items, and Delphi will cause Sellers to reimburse Buyers for such benefits in substantially the manner described in Section 2.4, until the earlier of such time as separate contracts for such goods or services have been agreed between the applicable Seller and the other Party or Parties to such contract or contracts, or until the termination of such contract or contracts.-

6.17 Buyer's Financing Activities:

6.17.1 Buyers acknowledge and agree that: (i) Sellers and their Affiliates have no responsibility for any financing that Buyers may raise in connection with the transactions contemplated hereby including with respect to any offering materials and other documents prepared by or on behalf of or utilized by Buyers or their Affiliates, or Buyers' financing sources, in connection with Buyers' financing activities in connection

with the transactions contemplated hereby which include any information provided by Sellers or any of their Affiliates; and (ii) Buyers' obligations to consummate and to cause to be consummated the transactions contemplated by this Agreement and the Transfer Agreements are not subject to any condition or contingency with respect to the financing.

6.17.2 Buyers will take, or cause to be taken, all actions and will do, or cause to be done, all things necessary, proper or advisable to: (i) maintain in effect the Commitment Letter; (ii) enter into definitive financing agreements with respect to the financing, so that such agreements are in effect as promptly as practicable but in any event no later than the Closing Date; and (iii) consummate the financing at or prior to Closing. In the period between the date hereof and the Closing Date, upon request of Buyers' Representative, Sellers will, and will use commercially reasonable efforts to cause its Affiliates and representatives to, reasonably cooperate with Buyers in connection with the financing. If, notwithstanding the use of commercially reasonable efforts by Buyers to satisfy their obligations under this Section 6.17.2, any of the financing or the Commitment Letter (or any definitive financing agreement entered with respect thereto) expire or are terminated prior to the Closing, in whole or in part, for any reason, Buyers' Representative will promptly notify Delphi of such expiration or termination and the reasons therefor.

6.18 Agency Designation. Each of the Buyers designates and appoints as its agent and attorney-in-fact Inteva Products, LLC ("**Buyers' Representative**") with full power and authority to act in such Buyer's name, place and stead in any way which such Buyer could do with respect to matters requiring notice to, or consent by, such Buyer with respect to any and all matters set forth in this Agreement, including execution of any and all agreements, deeds, documents, instruments and other papers proper or desirable to effectuate the purposes of this Agreement. Except as may be otherwise set forth in a local Transfer Agreement or agreed by the Parties, the power designated in the preceding sentence may not be terminated by any Buyer until the date that is eighteen (18) months after the Closing Date.

6.19 Customs Duties. The Buyers expressly agree to reimburse Sellers for all customs-related duties, fees and associated costs incurred by Sellers on behalf of Buyers following the Closing, including all such duties, fees and costs incurred in connection with co-loaded containers that clear customs intentionally or unintentionally under Sellers' importer/exporter identification numbers and bonds/guarantees post-Closing.

6.20 Intracompany Transfers. At Closing, Buyers will enter into purchase orders with Delphi, its applicable Affiliates and Sellers pursuant to which all current intracompany transfers to the Business from Delphi, its Affiliates and Sellers will continue at customer directed pricing if the relevant component being sold to the Business is a customer directed buy component, or at current transfer pricing included in Contracts set forth in Schedule 4.13.1.

6.21 Environmental Due Diligence. With respect to this Agreement dated October 15, 2007 only, this Section 6.21 governs over any conflicting language in Section 10.4 of this Agreement, but only to the date of the Bid Deadlines. Prior to the Closing, Buyer shall have the right to conduct, at its expense: (i) an environmental assessment of the Real Property in one or more phases, including the procurement and analysis of samples of soil, groundwater, indoor air or any other environmental medium, and any building component or other material located at, on, in or under the Real Property; and (ii) an assessment or evaluation of the compliance status of the Business and/or the Real Property in relation to applicable Environmental Law. Seller shall provide access and information to, and otherwise cooperate

with, Buyer in any environmental assessment or environmental compliance assessment or audit conducted pursuant to this Section 6.21. Without limiting the generality of the foregoing, Buyer shall have the right to review Seller's non attorney-client privileged records regarding, and to interview employees or representatives of Seller who may have knowledge of conditions and events relevant to, the operating history, compliance history and environmental condition of the Real Property. In carrying out its environmental assessment activities pursuant to this Section 6.21, Buyer shall exercise reasonable efforts to avoid interference with Seller's operations at the Real Property. If the Real Property is shown, through Buyer's environmental assessment activities or otherwise, to be a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., Buyer may, at its expense, prepare and submit to the Michigan Department of Environmental Quality ("**MDEQ**") a "baseline environmental assessment", or "BEA", pursuant to MCL 324.20126. Buyer may also, at its expense, prepare a plan to meet due care obligations at the Real Property imposed under MCL 324.20107a. Buyer may, at its option and expense, request from MDEQ a determination of the adequacy of the BEA and due care plan pursuant to MCL 324.20129a. Buyer shall provide Seller with copies of any and all site assessment reports, including any and all BEAs, and all data contained or referred to therein, generated pursuant to or in connection with Buyer's activities conducted pursuant to this Section. Notwithstanding anything in this Section 6.21 to the contrary, Buyer shall not be permitted to exercise any of its rights in this section after the Bid Deadline.

6.22 Transfer of Environmental Permits. Seller shall provide such assistance and cooperation, and shall execute such documents, as reasonably requested by Buyer to facilitate the proper and timely transfer of all Environmental Permits to Buyer. Without limiting the generality of the foregoing, Seller consents to Buyer's disclosure of the impending transfer of Environmental Permits to all appropriate Governmental Authorities.

6.23 Removal of Personal Property from Certain Locations. Schedule 7.1.5 contemplates Buyers' removal on the Closing Date of all Personal Property included in the Acquired Assets that is located at the Juarez, Mexico or Wuppertal, Germany Technical Centers and Sales Offices. Subject to Section 3.4.2, Buyers will be solely responsible for all costs relating to disconnecting, dismantling, packaging, preparing for shipment, loading such Personal Property onto the truck(s) of a carrier selected by Buyer to transport such items on the Closing Date, freight charges and returning such Technical Centers and Sales Offices to a clean and safe condition (plating over or barricading all pits, trenches or other openings in the floor and removing all conduits, pipes and ducts, and removing machine wastes), all in a good and workman-like manner that does not interfere with or adversely effect Seller's operation on the site and in accordance with applicable Law. In addition, Buyers' employees or agents must comply with Seller's rules, regulations and policies applicable to third party contractors on Seller's site.

6.24 Mexican Newco. No later than thirty (30) days prior to the Closing Date, Delphi shall transfer and assign or cause to be transferred and assigned to Buyer all of the issued and outstanding stock of **Closures Interiors, S. de R.L. de C.V. ("Mexican Newco")**, free and clear of all Encumbrances, other than Permitted Encumbrances, in exchange for a purchase price equal to the aggregate out-of-pocket costs incurred by Sellers in establishing Mexican Newco and obtaining necessary Permits, such purchase price not to exceed \$25,000 USD unless agreed by Buyer (not to be unreasonably withheld). The payment will be made in immediately available funds as of the date of transfer. As of the date of such transfer, Mexican Newco shall: (i) be duly incorporated, validly existing and in good standing under the Laws of Mexico; (ii) not own, lease or otherwise have the right to use any assets other than Permits necessary or

desirable for the conduct of the Business in Mexico and/or to acquire the Permits; and (iii) not have any other Liabilities or employees.

6.25 Certain Confidentiality Agreements. Although not included in the Acquired Assets, Seller will: (i) provide to Buyer, at Buyer's sole cost and expense (including reimbursement of out-of-pocket costs incurred by Sellers in providing such benefits as well as internal costs but solely where such internal costs relate to enforcement of a Bidder Confidentiality Agreement), the benefits of certain clauses of the type indicated on Schedule 6.25.A and contained in confidentiality agreements entered into between Delphi and any Qualified Bidder or other Person that is a competitor of the Business in connection with a potential sale of the Business or any product line included in the Business as will be listed on Schedule 6.25.B at Closing (collectively, the "**Bidder Confidentiality Agreements**"), as such clauses may be modified in a particular Bidder Confidentiality Agreement, but only to the extent relating to the Business or Transferred Employees (the "**Partial Assignment Purpose**"); and (ii) cooperate in any reasonable and lawful arrangement designed to provide benefits to Buyer for the Partial Assignment Purpose, without any Seller incurring any financial obligation to Buyer or any third party of whatsoever kind or nature including enforcing for the account of Buyer and at the sole cost of Buyer any rights of Sellers arising from any Bidder Confidentiality Agreement with respect to the Partial Assignment Purpose, against the other party or parties thereto. The relevant portions of the Bidder Confidentiality Agreements relating to the Partial Assignment Purpose shall be deemed to be partially assigned to Buyers to the extent necessary to effect the Partial Assignment Purpose as described in the preceding sentence. Sellers will: (a) have no Liability to any Buyer arising out of this Section 6.25; and (b) will be reimbursed and held harmless by Buyers from and against all Liabilities, incurred or asserted as a result of Buyers' post-Closing enforcement of the Bidder Confidentiality Agreements in connection with the Partial Assignment Purpose, in the case of each of the foregoing clauses (a) and (b) other than as a result of Seller's: (1) failure to perform its obligations under this Section 6.25 or to follow Buyer's reasonable instructions in connection therewith; or (2) gross negligence or willful misconduct.

6.26 JV Companies Post-Closing Payments. The relevant Buyers agree to use their reasonable best efforts as a partial equity owner to cause each of the JV Companies, as soon as practicable after Closing and in accordance with applicable Laws (including liquidity requirements), financing documents, third party consents (if any) and the relevant Articles of Association, to: (i) distribute the maximum amount of cash resulting from earnings in 2007 as are legally permitted to be distributed, including one hundred percent (100%) of all dividends that may have been declared but not paid on or before close of business on the Closing Date; and (ii) promptly remit one hundred percent (100%) of the relevant pro rata portion of such distributions to the US Filing Affiliates. In the event that the relevant Buyer incurs any income, withholding or other Taxes, bank charges, currency conversion charges or other costs in connection with such distribution, Buyer will remit the amount of such distribution net of all such costs.

6.27 Names Selected by Business for Post-Closing Usage. If Buyer is not the Successful Bidder, then Buyer will assign all rights to the name and mark "Inteva", which is the name and mark selected by the Business for post-Closing usage: (i) in the case of a termination as to which the Break-Up Fee is payable, for no additional consideration; and (ii) in the case of a termination in which Buyer is entitled to Expense Reimbursement, Buyer's reasonable, out-of-pocket costs directly and solely related to obtaining legal opinions as to the availability of such name and mark, establishing of the Buyer entity utilizing such name, recording the use of such

name with Governmental Authority, and applying for registration of trademark rights in such mark may be included in the determination of Expense Reimbursement.

6.28 Troy Technical Center Landlord Estoppel and Nondisturbance. Seller shall use commercially reasonable efforts to obtain and deliver to Buyer prior to Closing, in form and substance reasonably satisfactory to Buyer, the written agreement of the landlord of the Troy Technical Center confirming the truth and accuracy of Delphi Automotive Systems LLC's representation and warranty set forth in the first sentence of Section 4.01.D of the Troy Technical Center Sublease, and an agreement of such landlord to honor such sublease and not disturb Buyer's use and enjoyment of the leased premises so long as Buyer timely complies with the terms and conditions of such sublease.

6.29 Certain Acquired Assets Located in Mexico. The Acquired Assets that are located in Mexico and subject to a temporary importation customs regime shall be transferred by Sellers to Buyers in full compliance with any legal and/or administrative provision that may apply in order to, when applicable, preserve the relevant Acquired Assets' temporary importation customs status. Specifically, Sellers shall transfer temporary imported Acquired Assets through the so-called "virtual export pedimentos" and Buyers shall prepare and effectuate the so-called "virtual import pedimentos" as permitted under Mexican law and regulation. Buyers and Sellers shall exercise reasonable commercial efforts and shall cooperate to effectuate these "virtual export/import" transactions.

7. CONDITIONS TO CLOSING:

7.1 Conditions to Obligations of Seller and Buyer. The respective obligations of each Party to effect the transactions contemplated by this Agreement will be subject to the satisfaction or waiver by both Parties at or prior to the Closing Date of the following conditions precedent:

7.1.1 Sale Approval Order and Bidding Procedures Order. The Sale Approval Order and Bidding Procedures Order will be entered by the Bankruptcy Court and will not be subject to a stay or injunction.

7.1.2 No Law, Judgments, etc. No provisions of any applicable Law or Governmental Order that restrains, prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement will be in effect (each Party taking any and all steps required by Sections 6.13 and 6.14 of this Agreement).

7.1.3 Governmental Approvals. All required Governmental Approvals (including approvals under any Competition/Investment Law, as identified on Schedule 6.13.1) regarding the Sale will have been granted in writing by the appropriate Governmental Authorities or the waiting period with respect to any such filings will have expired or been terminated.

7.1.4 Receipt of JV Partner Consent. Delphi's receipt of any necessary JV Partner Consent.

7.1.5 Day 1 Readiness. The separation activities set forth in Schedule 7.1.5 will have been substantially completed.

7.1.6 Board Approval. The Board of Directors of Delphi Corporation must have approved the Sale on or before October 17, 2007.

7.2 Conditions to Obligations of Buyer. The obligation of Buyers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

7.2.1 Accuracy of Warranties. Except as otherwise permitted by this Agreement or a Transfer Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Sellers contained in Article 4 of this Agreement that are qualified by materiality, Material Adverse Effect or words of similar import will be true and correct as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time), and the representations and warranties of Sellers contained in Article 4 of this Agreement that are not qualified by materiality, Material Adverse Effect or words of similar import will be true and correct in all material respects (except for representations and warranties that speak as of a specific date or time, which will be true and correct in all material respects only as of such date or time).

7.2.2 Performance of Covenants. Sellers will have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it at or prior to the Closing.

7.2.3 Delivery of Ancillary Agreements. Sellers will have delivered duly executed copies of each of the Ancillary Agreements.

7.2.4 Customer Contracts. All material Contracts with customers of the Business, including, without limitation, the Contracts set forth on Schedule 7.2.4 shall have been assigned to the Buyers or otherwise be consistent with the status set forth on Schedule 7.2.4.

7.2.5 Permit Transfers. All Permits, Environmental Permits and other authorizations necessary for the lawful conduct of the Business shall have been transferred or reissued, as applicable, to Buyer if legally required to enable Buyer to continue the permitted activity, unless the same may be transferred or reissued, as applicable, under applicable Law after the Closing.

7.2.6 No Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing at Closing.

7.2.7 Insurance Certificates. Delphi shall have added the relevant Buyer(s) as additional insured(s) on the applicable current and historic general liability and excess liability policies and shall have delivered certificates to Buyer confirming the same.

7.2.8 General Motors Contract. Buyer shall have entered into a Supply Agreement with General Motors Corporation in form and substance as shall be reasonably satisfactory to Buyer, including prices no less favorable to Buyer in the aggregate than those previously negotiated by Seller's representatives with GM in connection with the transactions contemplated by this Agreement, as previously provided to Renco on or about October 12, 2007.

7.2.9 UAW Agreement. Agreement between Buyers' Representative and the UAW substantially in the form of Schedule 7.2.9 shall have been signed with such changes as may be agreed between the UAW and Buyer.

7.2.10 IUE Agreement. Agreement between Buyer and the IUE substantially in the form of Schedule 7.2.10, as may be modified by the Buyer and the IUE, shall have been executed.

7.3 Conditions to Obligations of Sellers. Except as otherwise permitted by this Agreement or a Transfer Agreement, the obligation of Sellers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Sellers):

7.3.1 Accuracy of Warranties. The representations and warranties of Buyer contained in Article 5 of this Agreement that are not qualified by materiality or words of similar import will be true and correct as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time), and the representations and warranties of Buyer contained in Article 5 of this Agreement that are qualified by materiality or words of similar import shall be true and correct in all material respects as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct in all material respects only as of such date or time).

7.3.2 Performance of Covenants. Buyer and its Affiliates will have performed and complied in all material respects with all agreements and obligations required by this Agreement to be performed or complied with by it at or prior to the Closing.

7.3.3 Delivery of Ancillary Agreements. Buyers will have delivered duly executed copies of each of the Ancillary Agreements.

7.3.4 Seller U.S. Collective Bargaining Agreements. Consistent with Section 6.6.2, Buyer's assumption of all Collective Bargaining Agreements applicable to the Adrian, Michigan, Cottdale, Alabama and Gadsden, Alabama Manufacturing Facilities as may be modified prior to Closing by Buyer and the respective union(s).

8. CLOSING:

8.1 Closing Time and Date. Subject to the terms and conditions of this Agreement, the closing (the "**Closing**") of the transactions contemplated by this Agreement will take place at the offices of Delphi at 10:00 a.m. on the second Business Day after the conditions set forth in Article 7 will have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree (the "**Closing Date**"). For tax and accounting purposes, the effective time of the transaction will be 11:59 p.m. Eastern time on the Closing Date. The Closing of the Transfer Agreements will take place simultaneously with the Closing or on a later date if mutually agreed by the relevant Seller and relevant Buyer.

8.2 Ancillary Agreements. At or prior to the Closing, the Sellers will duly execute and deliver to the Buyers, and the Buyers will duly execute and deliver to Sellers, each of the

following agreements (each, an "**Ancillary Agreement**" and collectively, "**Ancillary Agreements**") to which they are to be a party:

8.2.1 A Patent Assignment substantially in the form of Exhibit 8.2.1.A and a Trademark Assignment substantially in the form of Exhibit 8.2.1.B, as well as any other instruments necessary to transfer the Purchased Intellectual Property.

8.2.2 The following Transfer Agreements (collectively, the "**Transfer Agreements**"):

A. Mexico Asset Sale Agreements, substantially in the forms set forth in Exhibit 8.2.2.A.1 and Exhibit 8.2.2.A.2.

B. China Share Transfer Agreement, substantially in the form set forth in Exhibit 8.2.2.B.

C. Korea Share Transfer Agreement, substantially in the form set forth in Exhibit 8.2.2.C.

D. Austria Asset Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.D.

E. Germany Asset Sale Agreement, substantially in the form set forth in Exhibit 8.2.2.E.

8.2.3 The Transition Services Agreement, substantially in the form set forth in Exhibit 8.2.3.

8.2.4 The Bills of Sale, substantially in the form set forth in Exhibit 8.2.4 or mutually agreed invoices.

8.2.5 The Assignment and Assumption Agreements, substantially in the form set forth in Exhibit 8.2.5.

8.2.6 The Vandalia Manufacturing Services Agreement, substantially in the form set forth in Exhibit 8.2.6.

8.2.7 The Grosspetersdorf Manufacturing Services Agreement, substantially in the form set forth in Exhibit 8.2.7.

8.2.8 The Columbus Manufacturing Services Agreement, substantially in the form set forth in Exhibit 8.2.8.

8.2.9 The Adrian HVAC Excluded Product Manufacturing Services Agreement, substantially in the form set forth in Exhibit 8.2.9.

8.2.10 The Vandalia Lease, substantially in the form set forth in Exhibit 8.2.10.

8.2.11 The Troy Technical Center Sublease, substantially in the form set forth in Exhibit 8.2.11.

8.2.12 The Mexico Shared Substation Services Agreements, substantially in the form of Exhibit 8.2.12.

8.2.13 The Mexico Shared Wastewater Treatment Plant Services Agreement, substantially in the form of Exhibit 8.2.13.

8.3 Seller's Deliveries at Closing. At or prior to the Closing, the appropriate Sellers will deliver or cause to be delivered to the relevant Buyer:

8.3.1 To the extent that equity interests of the JV Companies are represented by stock certificates, original certificates evidencing the Sale Securities (to the extent applicable in the respective jurisdiction), which certificates will be duly endorsed for transfer or accompanied by duly executed stock transfer powers or other appropriate instruments of assignment and transfer in favor of the relevant Buyer or its permitted assigns;

8.3.2 Quit claim deeds (or non U.S. equivalent) for the Owned Real Property, substantially in the form of Exhibit 8.3.2 or such other form of conveyance in substance equivalent to such form of deed;

8.3.3 Where required by applicable Law in the jurisdiction concerned, copies of the resolutions (or local equivalent) of the boards of directors of each Seller and, where required, the stockholders/owners of each Seller, authorizing and approving this Agreement, Ancillary Agreements and the transactions contemplated hereby and thereby;

8.3.4 Certified copies of all orders of the Bankruptcy Court pertaining to the transactions contemplated by this Agreement and the Ancillary Agreements, including the Bidding Procedures Order and the Sale Approval Order; and

8.3.5 An officer's certificate, dated as of the Closing Date, executed on behalf of Sellers, certifying that the conditions specified in Section 7.2 have been fulfilled.

8.3.6 Resignations of all Seller representatives who are directors (or equivalent) or officers of the JV Companies, except as otherwise requested by Buyers' Representative no less than ten (10) Business Days prior to the Closing Date.

8.3.7 Unconditional releases by each Seller in favor of each of the JV Companies with respect to any Liabilities of such JV Company to such Seller other than payments owed to any Seller for goods or services purchased in the Ordinary Course of Business.

8.3.8 All other documents and papers reasonably requested by Buyer to transfer title to the Acquired Assets or Sale Securities in accordance with this Agreement or to otherwise effect the transactions contemplated by this Agreement or the Ancillary Agreements.

8.4 Buyer's Deliveries at Closing. At or prior to the Closing, Buyer will deliver or cause to be delivered to Delphi and each Seller designated by Delphi the following:

8.4.1 The balance of the Preliminary Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Delphi not less than two (2) Business Days prior to the Closing;

8.4.2 Where required by applicable Law in the jurisdiction concerned, copies of the resolutions (or local equivalent) of the boards of directors of each Buyer and, where required, the stockholders/owners of each Buyer, authorizing and approving this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby;

8.4.3 An officer's certificate, dated as of the Closing Date, executed on behalf of Buyers, certifying that the conditions specified in Section 7.3 have been fulfilled.

9. TERMINATION:

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

9.1.1 By the mutual written consent of Delphi and Buyers' Representative.

9.1.2 By either Delphi or Buyers' Representative:

A. Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Closing will not have occurred within one hundred twenty (120) days after entry of the Sale Approval Order for any reason other than a failure of the conditions set forth in Sections 7.1.2 or 7.1.3.

B. If Seller consummates an Alternative Transaction.

C. Provided the terminating Party is not in material breach of its obligations under this Agreement, if any Governmental Authority of competent jurisdiction (other than the Bankruptcy Court) has issued a Governmental Order or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such Governmental Order or other action has become final and nonappealable.

D. Provided the terminating Party is not in material breach of its obligations under this Agreement, if the Bankruptcy Court has not entered the Sale Approval Order, on or before the date that is one hundred twenty (120) days after the date of this Agreement, or if such Sale Approval Order, as of the date that is one hundred twenty (120) days after the date of this Agreement, is subject to a stay or injunction on such date.

E. If the Delphi Corporation Board Approval is not received by 11:59 p.m. EST on October 17, 2007.

9.1.3 By Buyers' Representative, upon written notice to Delphi and provided that Buyers are not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement, if Delphi has materially breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, provided that such breach or failure to

perform: (y) is not cured within thirty (30) days after written notice thereof or, in the case where the date or period of time specified for performance has lapsed, promptly following written notice thereof from Buyers' Representative; or (z) is incapable of being cured by Delphi;

9.1.4 Provided none of the Buyers is in material breach of its obligations under this Agreement, at any time prior to Closing, if a Material Adverse Effect has occurred, Buyers' Representative may terminate within ten (10) Business Days after becoming aware of such event so long as such event is continuing at the time of any such termination and not reasonably capable of being cured within ninety (90) days after entry of the Sale Approval Order or the date of this Agreement, whichever is later. For purposes of this Section 9.1.4, failure to obtain the necessary Union Consents or the necessary JV Partner Consents prior to Closing will be deemed to be a Material Adverse Effect.

9.1.5 By Delphi, upon written notice to Buyers' Representative and provided that Delphi is not then in material breach of any representation, warranty, covenant or other agreement contained in this Agreement, if any Buyer has breached or failed to perform in any material respect any of its obligations or covenants contained in this Agreement, and such breach or failure to perform: (i) is not cured within thirty (30) days after written notice thereof or, in the case where the date or period of time specified for performance has lapsed, promptly following written notice thereof from the non-breaching party; or (ii) is incapable of being cured by any Buyer.

9.2 Break-Up Fee; Expense Reimbursement:

9.2.1 Subject to the last two (2) sentences of Section 9.2.3, in the event that Delphi sells, transfers, leases or otherwise disposes, directly or indirectly, including through an asset sale, stock sale, merger or other similar transaction, of all or a material portion ("material portion" refers to the latches product line) of the Business or the Acquired Assets in a transaction or a series of related transactions with one or more Parties other than any Buyer (such event being an "**Alternative Transaction**") within twelve (12) months after termination of this Agreement, either: (i) in accordance with the Bidding Procedures and this Agreement is terminated pursuant to Section 9.1.2.B; or (ii) as referred to in Section 9.2.1.B below; then in any such event, Sellers (on a pro rata basis, based on the allocation of the purchase price paid in the Alternative Transaction) will, upon the consummation of the Alternative Transaction(s), pay to Buyers' Representative an amount equal to the lesser of:

A. Two Million Four Hundred Thousand Dollars (\$2,400,000); or

B. Three percent (3%) of the post-termination Alternative Transaction purchase price (the "**Post-Termination Alternative Transaction Purchase Price**"). The Post-Termination Alternative Transaction Purchase Price means the purchase price received upon consummation of a Sale with another purchaser within twelve (12) months following termination of this Agreement in any circumstance where Expense Reimbursement is payable to Buyer and the purchase price received upon consummation of such Alternative Transaction is equal to or greater than eighty percent (80%) of the Preliminary Purchase Price set forth in this Agreement (collectively with Section 9.2.1.A above, the "**Break-Up Fee**"). In any circumstance in which the Break-Up Fee is payable pursuant to

this Section 9.2.1.B, Buyer shall also be entitled to receive the Expense Reimbursement provided for in Section 9.2.2.

Notwithstanding the foregoing, Buyer shall not be entitled to the Break-Up Fee if: (i) Buyer is in material breach of this Agreement or the Bidding Procedures and has received written notice of such breach from Delphi; or (ii) this Agreement is terminable under Section 9.1.2.C.

9.2.2 Subject to Section 9.2.3, in the event this Agreement is terminated pursuant to Sections 9.1.2.A, 9.1.2.B, 9.1.2.D, 9.1.3 or 9.1.4, and provided that Buyers are not then in breach of this Agreement or the Bidding Procedures, and, in the case of Section 9.1.2.A, the failure or occurrence of the event giving rise to any such termination results solely from the status of Delphi or any action or conduct of Delphi and not from the status of Buyers or their Affiliates or any action or conduct or market position of Buyers or any of their Affiliates, then Sellers (on a pro rata basis, based on the allocation of the purchase price paid in the Alternative Transaction) will be obligated to pay Buyers' Representative an amount equal to Buyers' Representative's reasonable, actual out-of-pocket fees and expenses (including, without limitation, reasonable attorneys' fees, expenses of their financial advisors, and expenses of other consultants) incurred in connection with the transactions contemplated by this Agreement (the "**Expense Reimbursement**") up to a maximum of \$250,000. Any Expense Reimbursement payable upon termination of this Agreement will be immediately earned upon such termination and payable by Delphi to Buyers' Representative promptly upon the delivery of an invoice related to such Expense Reimbursement to Delphi by Buyers' Representative to be delivered to Delphi within ten (10) Business Days of termination of this Agreement; provided, however, that if Delphi believes, in good faith, that the amount of the Expense Reimbursement sought by Buyers' Representative is not reasonable, then Delphi will have the right to seek Bankruptcy Court review thereof prior to paying such amount.

9.2.3 Buyers acknowledge and agree that, except as otherwise expressly set forth in Section 9.2.1 of this Agreement, in the event that Buyers' Representative terminates this Agreement or Delphi terminates this Agreement and Buyers become entitled to receive or receive any Expense Reimbursement, Buyers will not be entitled to receive nor will they receive the Break-Up Fee or any portion thereof, and, conversely, in the event that Buyers become entitled to receive or receives any Break-Up Fee, none of them will be entitled to receive nor will they receive the Expense Reimbursement or any portion thereof. If Buyers become entitled to receive any Break-Up Fee and/or Expense Reimbursement, then such Break-Up Fee and/or Expense Reimbursement will be the sole and exclusive remedy of Buyers, whether at law or in equity, for any breach by Delphi or any of its Affiliates of the terms and conditions of this Agreement or the Deposit Escrow Agreement. Notwithstanding anything to the contrary in this Agreement, if the Closing does not occur for a reason referred to in Section 7.2.8 (GM Contract), Section 7.2.9 (UAW Agreement) or 7.2.10 (IUE Agreement), in no event will Buyers be entitled to any Break-Up Fee, recognizing that Expense Reimbursement may be payable to Buyers if Buyers are otherwise entitled to such reimbursement under the terms of this Agreement.

9.2.4 As between Sellers and Buyers, the Sellers shall be jointly and severally liable for the obligation to pay to Buyers' Representative any amounts payable thereto

pursuant to this Section 9.2. As among Sellers, such amounts will be allocated in accordance with Section 11.5.4.B.

9.3 Procedure and Effect of Termination. In the event of the termination of this Agreement and the abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof will forthwith be given to all other Parties. If this Agreement is terminated and the transactions contemplated by this Agreement are abandoned as provided herein:

9.3.1 Buyers will redeliver to Sellers all documents, work papers and other material of any of Sellers relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof;

9.3.2 The provisions of the Confidentiality Agreement will continue in full force and effect; and

9.3.3 The following sections of this Agreement will survive any termination of this Agreement and remain in full force and effect: (i) Article 9 (Termination); and (ii) Sections 3.1 (Deposit Amount), 12.1 (Fees and Expenses), 12.5 (Assignment), 12.6 (Waiver), 12.7 (Notices), 12.8 (Entire Agreement), 12.10 (Publicity), 12.14 (Governing Law) and 12.15 (Venue and Retention of Jurisdiction).

9.3.4 No party to this Agreement will have any Liability under this Agreement to any other except: (i) that nothing herein will relieve any party from any Liability for any breach of any of the representations, warranties, covenants and agreements set forth in this Agreement occurring before such termination, and, except as provided by Section 9.2.3 above, no Party waives any Claim with respect thereto; and (ii) as contemplated by Section 9.3.3 above.

10. BIDDING PROCEDURES:

10.1 Delphi Initial Bankruptcy Actions. This Article 10 sets forth the bidding procedures (the “**Bidding Procedures**”) to be employed with respect to the Agreement and the Sale of the Purchased Assets. The Sale is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court in the Sale Approval Order. The following overbid provisions and related bid protections are designed to compensate Buyers for their efforts and agreements to date and to facilitate a full and fair process (the “**Bidding Process**”) designed to maximize the value of the Purchased Assets for the benefit of Sellers’ and their Affiliates’ creditors, shareholders and bankruptcy estate.

10.2 Qualified Bidder. Unless otherwise ordered by the Bankruptcy Court, for cause shown, or as otherwise determined by Sellers, in order to participate in the bidding process, each person (a “**Potential Bidder**”), other than Buyers, must deliver (unless previously delivered) to Delphi, its counsel, its in-house counsel, and its financial advisors at the addresses provided in Section 10.3:

10.2.1 An executed Confidentiality Agreement in form and substance satisfactory to Delphi.

10.2.2 Current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Purchased Assets

and the Business, current audited financial statements of the equity holders of the Potential Bidder who will guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement acceptable to Delphi and its financial advisors; and

10.2.3 A preliminary (non-binding) written proposal regarding: (i) the purchase price range; (ii) any assets and/or equity interests expected to be excluded; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price and all requisite financial assurance); (iv) any anticipated regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (v) any conditions to closing that it may wish to impose in addition to those set forth in this Agreement; and (vi) the nature and extent of additional due diligence it may wish to conduct and the date by which such due diligence will be completed.

A Potential Bidder that delivers the documents described in the previous subparagraphs above and whose financial information and credit-quality support or enhancement demonstrate the financial capability of the Potential Bidder to consummate the Sale and perform post-Closing, if selected as a successful bidder, and that Delphi determines in its sole discretion is likely (based on availability of financing, experience and other considerations) to be able to consummate the Sale within the time frame provided by this Agreement will be deemed a **"Qualified Bidder"**. As promptly as practicable, after a Potential Bidder delivers all of the materials required above, Delphi will determine, and will notify the Potential Bidder, if such Potential Bidder is a Qualified Bidder. At the same time that Delphi notifies the Potential Bidder that it is a Qualified Bidder, Delphi will allow the Qualified Bidder to begin to conduct due diligence with respect to the Purchased Assets and the Business as provided in Section 10.4 below. Collectively, Buyers will be deemed a Qualified Bidder for purposes of the Bidding Process.

10.3 Bid Deadline. A Qualified Bidder that desires to make a bid will deliver written copies of its bid to: Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 Attention: Director of Mergers & Acquisitions for Delphi Automotive Holdings Group, with copies to: (i) Delphi's counsel, Skadden, Arps, Slate, Meagher & Flom LLP, at 333 West Wacker Drive, Chicago, Illinois 60601-1285, Attention: Ron E. Meisler and Brian M. Fern; (ii) Delphi's in-house counsel, Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098, Attn: Deputy General Counsel – Transactional & Restructuring; (iii) Delphi's financial advisor, Rothschild, Inc., 1251 Avenue of the Americas, New York, NY 10020, Attention: William Cannon; (iv) counsel to the official committee of unsecured creditors appointed in the Bankruptcy Cases (the **"Committee"**), Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attention: Robert J. Rosenberg and Mark A. Broude; and (v) counsel for the agent under Delphi's postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Attention: Donald S. Bernstein and Brian Resnick, in each case so as to be received not later than 11:00 A.M. (EST), on a date to be determined by Delphi that is at least five (5) Business Days before date of Sale Hearing (the **"Bid Deadline"**). Delphi may extend the Bid Deadline once or successively, but is not obligated to do so. If Delphi extends the Bid Deadline, it will promptly notify all Qualified Bidders of such extension. As soon as reasonably practicable following receipt of each Qualified Bid, Sellers will deliver complete copies of all items and information enumerated in the section below entitled "Bid Requirements" to counsel for the Official Committee of Equity Security Holders (the **"Equityholders' Committee"**). The Sellers also will provide the UAW with notice of all Qualified Bidders and their contact information. Qualified Bidders should note that certain benefit treatments of the Agreement are intended to effect

assumption of the UAW Collective Bargaining Agreement and, to the extent subject to assumption, these issues remain subject to the parties' rights and obligations related to bargaining with the UAW.

10.4 Due Diligence. Delphi will afford each Qualified Bidder due diligence access to the Purchased Assets and the Business. Due diligence access may include Management Presentations as may be scheduled by Delphi, access to data rooms, on site inspections and such other matters which a Qualified Bidder may request and as to which Delphi, in its sole discretion, may agree. Delphi will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. Subject to Section 6.21, any additional due diligence will not continue after the Bid Deadline. Delphi may, in its discretion, coordinate due diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at Management Presentations or site inspections. Neither Delphi nor any of its Affiliates (nor any of their respective representatives) will be obligated to furnish any information relating to Purchased Assets and the Business to any Person other than to Qualified Bidders who make an acceptable preliminary proposal.

10.5 Bid Requirements. All bids must include the following documents (the "Required Bid Documents"):

10.5.1 A letter stating that the bidder's offer is irrevocable until two (2) Business Days after the Closing of the Sale of the Purchased Assets.

10.5.2 An executed copy of this Agreement, together with all Schedules and Exhibits (a "**Marked Agreement**"), marked to show those amendments and modifications to such agreement that the Qualified Bidder proposes, including the Purchase Price (as defined in this Agreement).

10.5.3 A good faith deposit (the "**Good Faith Deposit**") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to Delphi in its sole discretion) payable to the order of Delphi (or such other party as Delphi may determine) in an amount equal to two and six tenths percent (2.6%) of the Preliminary Purchase Price, but which shall in no event be less than the Deposit Amount.

10.5.4 Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Delphi and its advisors.

10.6 Qualified Bids. A bid will be considered only if the bid:

10.6.1 Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

10.6.2 Proposes a transaction on terms and conditions (other than the amount of the consideration and the particular liabilities being assumed) that Delphi determines, in its sole discretion, are similar to, and are not materially more burdensome or conditional than the terms of the Agreement and that has a value, either individually or, when evaluated in conjunction with any other Qualified Bid, greater than or equal to the sum of the Purchase Price plus the amount of the Break-Up Fee, plus \$1,000,000.

10.6.3 Is not conditioned upon: (i) any bid protections, such as a break-up fee, termination fee, expense reimbursement or similar type of payment; or (ii) such bid being deemed the Successful Bid by the Sellers.

10.6.4 Includes an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the Marked Agreement.

10.6.5 Includes a commitment to consummate the purchase of the Purchased Assets (including the receipt of any required Governmental Approvals) immediately upon completion of all closing conditions within Sellers' reasonable control, which may as early as fifteen (15) days after entry of an order by the Bankruptcy Court approving such purchase, or in the case of any Governmental Approvals, sixty (60) days after entry of such order.

10.6.6 Is received by the Bid Deadline.

A bid received from a Qualified Bidder will constitute a "**Qualified Bid**" only if it includes all of the Required Bid Documents and meets all of the above requirements; provided, however, that Delphi will have the right, in its sole discretion, to entertain bids for the Purchased Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids. Notwithstanding the foregoing, Buyers collectively will be deemed Qualified Bidders, and the Agreement will be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale. A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such transaction. Each Qualified Bid other than that of Buyers is referred to as a "**Subsequent Bid**". If Delphi does not receive any Qualified Bids other than the Agreement received from Buyers, Delphi will report the same to the Bankruptcy Court and will proceed with the Sale pursuant to the terms of this Agreement.

10.7 Bid Protection. Recognizing Buyers' expenditure of time, energy and resources, Delphi has agreed to provide certain bidding protections to Buyers. Specifically, Delphi has determined that the Agreement will further the goals of the Bidding Procedures by setting a floor that all other Potential Bids must exceed. As a result, Delphi has agreed that if Delphi does not close with Buyers because Delphi consummates an Alternative Transaction and Buyers are not in material breach of the Agreement or the Bidding Procedures, Delphi will pay to Buyers' Representative the Break-Up Fee to the extent required under Section 9.2.1 hereof. In the event the Agreement is terminated pursuant to Sections 9.1.2.A, 9.1.2.B., 9.1.2.D, 9.1.3 or 9.1.4 hereof, then in certain circumstances Delphi will be obligated to pay Buyers' Representative's Expense Reimbursement to the extent required under Section 9.2.2 hereof. The payment of the Break-Up Fee and/or the Expense Reimbursement (as applicable) will be governed by the provisions of the Agreement, including Section 9.2.3, and the order of the Bankruptcy Court approving the Bidding Procedures.

10.8 Auction, Bidding Increments and Bids Remaining Open. If Delphi receives at least one (1) Qualified Bid in addition to the Agreement, Delphi will conduct an auction (the "**Auction**") of the Purchased Assets and the Business upon notice to all Qualified Bidders who have submitted Qualified Bids at 10:00 a.m. EST on or about December 6, 2007 at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60601-1285 or Four Times Square, New York, New York 10036 (at Delphi's election) or such later time or other place as Delphi will notify all Qualified Bidders who have submitted Qualified Bids (but in no event later than the second (2nd) Business Day prior to the Sale Hearing), in accordance with the following procedures:

10.8.1 Only Delphi, Buyers' Representative, any representative of the Committee and the Equityholders' Committee, any representative of Delphi's secured lenders (and the legal and financial advisers to each of the foregoing), any representative of the UAW, and any Qualified Bidder who has timely submitted a Qualified Bid will be entitled to attend the Auction, and only Buyers' Representative and the other Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

10.8.2 At least two (2) Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform Delphi whether it intends to participate in the Auction and at least one (1)³ Business Day prior to the Auction, Delphi will provide copies of the Qualified Bid or combination of Qualified Bids which Delphi believes is the highest or otherwise best offer to all Qualified Bidders who have informed Delphi of their intent to participate in the Auction and the UAW.

10.8.3 All bidders will be entitled to be present for all Subsequent Bids with the understanding that the true identity of each bidder will be fully disclosed to all other bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction.

10.8.4 Sellers may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

10.8.5 Bidding at the Auction will begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in minimum increments of at least \$1,000,000 higher than the previous bid or bids. The Auction will continue in one or more rounds of bidding and will conclude after each participating bidder has had the opportunity to submit an additional Subsequent Bid with full knowledge and written confirmation of the then-existing highest bid or bids. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by Buyers' Representative), Delphi may give effect to any Break-Up Fee that may be

³

Five (5) days is chilling. Bid Deadline could be less than five (5) Business Days prior to auction. If that is the case, it makes no sense to have a bidder tell us if it is attending the auction before submitting a bid.

payable to Buyers' Representative under the Agreement as well as any assets and/or equity interests to be retained by any Seller.

10.8.6 At the conclusion of the Auction, or as soon thereafter as practicable, Sellers, in consultation with its financial advisors, will: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale; and (ii) identify the highest or otherwise best offer(s) for the Purchased Assets and the Business received at the Auction (the "**Successful Bid(s)**") the bidder(s) making such bid, the "**Successful Bidder(s)**").

10.9 Acceptance of Qualified Bids. Sellers will sell the Purchased Assets for the highest or otherwise best Qualified Bid, as determined by Delphi, upon the approval of such Qualified Bid by the Bankruptcy Court after the hearing (the "**Sale Hearing**"). If, after an Auction in which Buyers' Representative: (i) will have bid an amount in excess of the consideration presently provided for in the Agreement with respect to the transactions contemplated under the Agreement; and (ii) is the Successful Bidder, it will, at the Closing under the Agreement, pay, in full satisfaction of the Successful Bid, an amount equal to: (a) the amount of the Successful Bid; less (b) the Break-Up Fee. Delphi's presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute Delphi's acceptance of the bid. Delphi will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

10.10 Sale Hearing. The Sale Hearing will be held before the Honorable Judge Robert Drain on _____, 2007 at _____ (prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York, located in New York, New York, but may be adjourned or rescheduled in Delphi's sole discretion, subject to Bankruptcy Court Approval, as necessary, without further notice by an announcement of the adjourned date at the Sale Hearing. If Delphi does not receive any Qualified Bids (other than the Qualified Bid of Buyers), Delphi will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Purchased Assets to Buyers following entry of the Sale Order. If Delphi does receive additional Qualified Bids, then, at the Sale Hearing, Delphi will seek approval of the Successful Bid(s), as well as the second highest or best Qualified Bid(s) (the "**Alternate Bid(s)**") and such bidder(s), the "**Alternate Bidder(s)**"). Following approval of the sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the sale because of: (i) failure of a condition precedent beyond the control of either Delphi or the Successful Bidder; or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Alternate Bid(s) will be deemed to be the Successful Bid(s) and Delphi may, subject to satisfaction of all applicable conditions to closing, effectuate a sale to the Alternate Bidder(s) without further order of the Bankruptcy Court.

10.11 Return of Good Faith Deposit. The Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) will be held in an interest-bearing escrow account and all Qualified Bids will remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until two (2) Business Days following the Closing of the Sale (the "**Return Date**"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), together with interest thereon, will be applied against the payment of the Purchase Price upon Closing of the Sale to the Successful Bidder(s). If a Successful Bidder breaches its obligations under the Bidding Procedures Order or any agreement entered into with respect to its Successful Bid or fails to consummate a sale because of a breach or failure to perform on the part of such

Successful Bidder, Delphi will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder, and such Good Faith Deposit will irrevocably become property of Delphi. On the Return Date, Delphi will return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

10.12 Reservation of Rights. Delphi, after consultation with the agents for its secured lenders and the Committee: (i) may determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (ii) may reject at any time, any bid (other than Buyers' initial bid) that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of the Sale; or (c) contrary to the best interests of Sellers, its estate and creditors as determined by Delphi in its sole discretion.

11. LIABILITY, INDEMNIFICATION:

11.1 LIMITATIONS OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER DELPHI NOR ANY OF THE OTHER SELLERS UNDERTAKES ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES EXCEPT AS MAY BE ASSESSED AGAINST A BUYER INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION; SUBJECT TO ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, DELPHI WILL NOT BE LIABLE FOR ANY, AND BUYERS ASSUME LIABILITY FOR ALL, PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM BUYERS' INVESTIGATION AND EXAMINATION OF THE ACQUIRED ASSETS AND THE JV COMPANIES, THE HANDLING, TRANSPORTATION, POSSESSION, PROCESSING, FURTHER MANUFACTURE OR OTHER USE OR RESALE OF ANY OF THE ACQUIRED ASSETS AFTER THE CLOSING DATE, WHETHER SUCH ACQUIRED ASSETS ARE USED OR RESOLD ALONE OR IN COMBINATION WITH OTHER ASSETS OR MATERIALS; AND, SUBJECT TO THE RETAINED LIABILITIES, THE REPRESENTATIONS AND WARRANTIES OF THE SELLERS EXPRESSLY CONTAINED IN ARTICLE 4 AND THE INDEMNIFICATION PROVIDED IN THIS ARTICLE 11, BUYERS ACKNOWLEDGE THAT THE ACQUIRED ASSETS AND SALE SECURITIES ARE BEING SOLD IN THEIR PRESENT STATE AND CONDITION, "AS IS, WHERE IS," WITH ALL FAULTS, AND BUYERS' ARE PURCHASING AND ACQUIRING SUCH ACQUIRED ASSETS AND SALE SECURITIES ON THAT BASIS PURSUANT TO BUYERS' OWN INVESTIGATION AND EXAMINATION AFTER HAVING BEEN PROVIDED WITH AN ADEQUATE OPPORTUNITY AND ACCESS TO SUCH ACQUIRED ASSETS TO COMPLETE SUCH INVESTIGATION OR EXAMINATION.

11.2 Survival. The representations and warranties of the Filing Affiliates set forth in Article 4 will not survive Closing. The representations and warranties of all other Sellers set forth in Article 4 will survive for a period of eighteen (18) months after the Closing Date, except that the representations and warranties of such other Sellers set forth in Sections 4.3.5 through 4.3.13 will not survive Closing and provided that the representations and warranties of such other Sellers set forth in Section 4.14 (*Environmental Matters*) will survive for a period of five (5) years after the Closing Date. The representations and warranties of the Buyers set forth in Article 5 will survive for a period of eighteen (18) months following the Closing Date. The covenants and agreements of the parties in this Agreement will survive the Closing in accordance with their terms.

11.3 Indemnification. Except as may be expressly set forth in this Agreement or in an Ancillary Agreement, no Seller or Buyer will be required to indemnify any other party to any of such agreements.

11.3.1 Buyers' Indemnification of Delphi. Subject to the limitations set forth in this Article 11, from and after the Closing, Buyers will, severally and not jointly indemnify, defend and hold harmless Sellers and their Affiliates and their respective directors, officers, employees, advisors, representatives and agents from and against all Losses actually incurred by Sellers and their Affiliates and their respective directors, officers, employees, advisors, representatives and agents, including in connection with any actions, suits, demands, assessments, judgments and settlements, in any such case reduced by the amount of insurance proceeds actually recovered from any Person or entity with respect thereto ("**Indemnifiable Losses**") relating to, resulting from or arising out of (i) any Assumed Liability, (ii) the breach of any representation and warranty of Buyers contained in this Agreement, provided that Sellers shall have provided to Buyers written notice of a claim for indemnification with respect to a breach of a representation and warranty prior to the expiration of the survival period of such representation and warranty as provided in Section 11.2, or (iii) the breach of any covenant or agreement of any Buyer contained in this Agreement.

11.3.2 Sellers' Indemnification of Buyers. Subject to the limitations set forth in this Article 11, from and after the Closing: (i) the Filing Affiliates will, jointly and severally with respect to Retained Liabilities, and any related covenants or agreements, of the U.S. operations of the Business; and (ii) each Seller of Acquired Assets will, solely with respect to the Acquired Assets sold by such Seller, the related Retained Liabilities and any related covenants or agreements contained in this Agreement, severally and not jointly, indemnify, defend and hold harmless Buyers and their Affiliates and their respective directors, officers, employees, partners, advisors, representatives and agents (collectively, the "**Buyer Indemnified Parties**") from and against all Indemnifiable Losses relating to, resulting from or arising out of: (i) any Retained Liability (including any Liabilities associated with Excluded Assets) other than Assumed Liabilities and Retained Liabilities referred to in Section 11.4 (*Environmental Matters*), for which Section 11.4 shall provide the exclusive basis for indemnification; (ii) the breach of any representation and warranty of Sellers contained in this Agreement, provided that the Filing Affiliates' obligation under this Section 11.3.2.(ii) shall expire at the Closing, and further provided that there shall be no indemnification with respect to the breach of any representation or warranty contained in Sections 4.3.5 through 4.3.13; or (iii) the breach of any covenant or agreement of the Sellers contained in this Agreement:

A. Delphi's and each Seller's obligation to indemnify for Indemnifiable Losses shall apply only to those Claims which are notified to Delphi or such Seller on or before the date that is eighteen (18) months after the Closing Date with the exception of: (i) any claims for indemnification made pursuant to Section 4.14 or Section 11.4 (*Environmental Matters*), which shall be notified to Delphi or such Seller on or before the fifth (5th) anniversary of the Closing Date; and (ii) any claims for indemnification made with respect to the Retained Liabilities specified in Section 2.3.2, which shall be notified to Delphi or such Seller on or before ten (10) Business Days following the date that is thirty-six (36) months after the Closing Date.

B. Neither Delphi or any Seller shall be liable for Indemnifiable Losses pursuant to this Section 11.3.2 until: (i) an individual claim or occurrence (together with any related claims or occurrences) is greater than Twenty Five Thousand Dollars (\$25,000.00) ("**Individual Claim Amount**"); and (ii) the amount of all Indemnifiable Losses (which exceeds the Individual Claim Amount)

in the aggregate exceeds Four Hundred Thousand Dollars (\$400,000.00) ("**Deductible Amount**"), after which point Delphi and/or the applicable Seller will be obligated to indemnify the Buyer Indemnified Parties from and against Indemnifiable Losses exceeding the Individual Claim Amounts that are in excess of the Deductible Amount until the aggregate amount of Indemnifiable Losses indemnified by Delphi and the combined Sellers reaches an amount equal to twenty percent (20%) of the Purchase Price, after which point Delphi and Sellers will have no further obligation with respect to Indemnifiable Losses under this Agreement; provided, however, that no individual Seller shall be obligated to indemnify the Buyer Indemnified Parties from and against Indemnifiable Losses in excess of one hundred percent (100%) of the Purchase Price for the Acquired Assets sold by such Seller. The term "**Cap Amount**" refers to the maximum amount payable by Delphi, a Seller or all Sellers as the case may be. Buyers agree that, subject to Section 6.4.5, from and after the Closing, the indemnification provided in this Section 11.3.2 is the exclusive remedy for a breach by Delphi or any Seller of any agreement or covenant contained in this Agreement that, by its terms, is intended to be performed by Seller after the Closing Date or against Delphi or such Seller for any applicable Retained Liabilities or Excluded Assets.

C. In calculating amounts payable hereunder, the amount of any Indemnifiable Losses shall be determined without duplication of any other Losses for which a Claim has been made by Buyers or could be made under any other representation, warranty, covenant or agreement included herein, i.e., an indemnified party may not recover more than once for a particular Indemnifiable Loss.

11.4 Environmental Matters:

11.4.1 Indemnification of Seller and Buyer:

A. Delphi and Sellers agree to indemnify, defend and hold harmless the Buyer Indemnified Parties from and against any Environmental Damages arising from or relating to: (i) the existence of Pre-Closing Environmental Contamination or a Release at any location of any Hazardous Materials that were generated or used prior to the Closing at the Real Property (including, without limitation, the migration or leaching of Hazardous Materials released at or from the Real Property prior to the Closing), or in connection with or as a result of the operation of any portion of the Business or the Manufacturing Facilities before the Closing; (ii) any failure to comply with any Environmental Law or any Environmental Permit related to the operation of the Business prior to the Closing; or (iii) any Pre-Closing Compliance Matter, including, without limitation, the liabilities referred to in Schedule 4.14. Delphi's and Sellers' obligation to indemnify, defend and hold harmless includes, without limitation, any Environmental Damages: (a) relating to response actions required to comply with Environmental Laws; (b) asserted by any third party for personal injury, property damage or natural resources damages caused by any Hazardous Material; or (c) arising from: (1) the shipment prior to the Closing of any Hazardous Material from any of the Manufacturing Facilities; (2) the arrangement prior to the Closing Date for the treatment or off-site disposal of any Hazardous Material owned by or generated at the Manufacturing Facilities or by the Business; or (3) the shipment

or arrangement for treatment or disposal of any wastes generated or used in connection with the operation of the Business prior to the Closing.

B. Prior to the Closing, Delphi, Sellers and Buyers' Representative shall jointly inventory and list the Pre-Closing Wastes present at the Manufacturing Facilities. The "**Pre-Closing Wastes**" shall include those hazardous and non-hazardous wastes generated in connection with the facility operations which have been containerized for and prior to disposal. To the extent that such Pre-Closing Waste has not been removed from the Manufacturing Facilities prior to Closing, Delphi and Sellers shall arrange for proper shipment, treatment and disposal of such Pre-Closing Wastes within ninety (90) days following the Closing Date (unless Sellers are precluded from such action by applicable Law, in which case Sellers shall arrange for proper shipment, treatment and disposal of such wastes as soon as practicable). If Delphi and Sellers fail or are unable to take such action, Delphi and Sellers shall reimburse Buyers for any costs incurred by Buyers in arranging for the shipment, treatment and disposal of such Pre-Closing Wastes at a facility acceptable to Delphi and Sellers, and Delphi and Sellers shall indemnify Buyers pursuant to Section 11.4.1.A for any Claims relating to such Pre-Closing Wastes.

C. Subject to the provisions of this Agreement, and solely with respect to the Manufacturing Facilities, Buyers shall indemnify Delphi and Sellers for Environmental Damages arising from and against any Environmental Damages arising from or relating to: (i) the existence of Post-Closing Environmental Contamination or a Release at any location of any Hazardous Materials that were generated or used subsequent to the Closing at the Real Property (including, without limitation, the migration or leaching of Hazardous Materials released at or from the Real Property subsequent to the Closing), or in connection with or as a result of the operation of any portion of the Business or the Manufacturing Facilities after the Closing; (ii) any failure to comply with any Environmental Law or any Environmental Permit related to the operation of the Business subsequent to the Closing; or (iii) any Post-Closing Compliance Matter. Buyers' obligation to indemnify, defend and hold harmless includes, without limitation, any Environmental Damages: (a) relating to response actions required to comply with Environmental Laws; (b) asserted by any third party for personal injury, property damage or natural resources damages caused by any Hazardous Material; or (c) arising from: (1) the shipment subsequent to the Closing of any Hazardous Material from any of the Manufacturing Facilities; (2) the arrangement subsequent to the Closing Date for the treatment or off-site disposal of any Hazardous Material owned by or generated at the Manufacturing Facilities or by the Business; or (3) the shipment or arrangement for treatment or disposal of any wastes generated or used in connection with the operation of the Business subsequent to the Closing.

D. Subject to the provisions of this Agreement, including, without limitation, the next sentence, for those Environmental Damages arising from circumstances that may be considered both: (i) Pre-Closing Environmental Contamination and Post-Closing Environmental Contamination; or (ii) Pre-Closing Compliance Matters and Post-Closing Compliance Matters, such Environmental Damages shall be allocated between the Parties in proportion to the extent that such Environmental Damages are the result of Pre-Closing

Environmental Contamination or Post-Closing Environmental Contamination, or Pre-Closing Compliance Matters or Post-Closing Compliance Matters, and each Party shall indemnify the other for its share as determined by such allocation.

11.4.2 Limitations on Liability. Claims relating to environmental matters are subject to the limitations of this Section 11.4.2 and to the Deductible Amounts and Cap Amounts of Sections 11.3.2. Neither Party shall be liable under this Agreement for Environmental Damages:

A. In the case of Environmental Claims arising from Pre-Closing Compliance Matters or Post-Closing Compliance Matters (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before five (5) years following the Closing Date.

B. In the case of Environmental Claims arising from a Pre-Closing Environmental Contamination or Post-Closing Environmental Contamination (as the case may be), unless written notice of such claim has been served on the non-claiming Party on or before five (5) years following the Closing Date.

C. Where such Environmental Damages are the result of the indemnified party using the Manufacturing Facility for a use other than or more sensitive than the industrial use in effect at the Closing, or as a result of changing the zoning or land use classification of the Manufacturing Facility to a classification more sensitive than the industrial classification in effect at Closing;

D. To the extent the claiming Party did not take reasonable steps to avoid or mitigate any Environmental Damages, acting in a reasonable and cost-effective manner; in the case of an emergency, where a Party takes any action to avoid or mitigate any Environmental Damages: (i) it shall for the avoidance of doubt not be in breach of this Agreement and shall not be precluded from recovering its Environmental Damages provided that the claiming Party notifies the other Party of such circumstances as soon as reasonably practicable and provided that such actions or steps are reasonably necessary to avert the emergency; and (ii) the reasonable costs and expenses of all steps taken pursuant to the duty to mitigate contained in this Section 11.4.2.D shall be deemed to be Environmental Damages.

E. Following the Closing and for a period of five (5) years thereafter, the Buyers shall not conduct any investigation of the environmental condition of the soil, groundwater, surface water or other environmental medium at any Manufacturing Facility without a specific legal obligation for doing so. Buyers shall not disclose the results of any prior investigations of the environmental condition of any Manufacturing Facility or any subsequent investigation of any Manufacturing Facility to any third party (other than to lenders providing financing to Buyers in connection with the transactions contemplated by this Agreement) unless:

(i) The disclosure is required by any law (including any Environmental Law);

(ii) The Buyers are advised in writing by counsel that the disclosure is otherwise necessary or appropriate pursuant to any law (statutory or decisional), rule and/or regulation and such writing is provided to Seller at least ten (10) days prior to such disclosure, if practicable;

(iii) The information is clearly in the public domain through no fault of the claiming Party; or

(iv) Seller has given prior written approval to the disclosure.

provided, however, that if following Closing the Buyers, acting reasonably in the ordinary course of operations or other business activities (including expansion or transfer of a facility) discover or are made aware of substances not previously identified by Sellers' disclosures or through Buyer's due diligence activities prior to Closing, individually or in combination with other substances known to be present at the Manufacturing Facilities at the time of the Closing, that may be Hazardous Materials, the Buyers shall have the right to have samples taken and analyzed and, if the analyses show the presence of Hazardous Materials, the right to determine the extent of the contamination.

11.4.3 Remediation of Environmental Damage:

A. Where an Environmental Damage arises out of Environmental Contamination, the non-claiming Party shall be responsible for Remedial Works or the redressing of a Compliance Matter ("**Remedy**") to no less but no more than the Remediation Standards allowed by applicable Environmental Laws; such Remedial Works may be determined, in compliance with applicable Environmental Laws, using risk assessment and related risk evaluation methods. Remedial Works shall be conducted using the most cost effective methods of investigation, corrective measures, remediation and/or containment (including the use of institutional controls or deed restrictions for use of the property for industrial purposes only), and in accordance with the requirements of subparagraph C below.

B. The non-claiming Party shall, where a Remedy is required pursuant to this Agreement, have the right to conduct such Remedy.

C. The conduct of a Remedy shall be as follows:

(i) The non-claiming Party shall prepare appropriate work plans or scopes of work to satisfactorily undertake and complete the Remedy under this Agreement; such Party will provide the other Party with an opportunity to review and comment on such work plans or scopes of work. The non-claiming Party shall, in good faith, reasonably consider such comments, but is not required to adopt them;

(ii) When requested, the claiming Party shall cooperate with the non-claiming Party in any communications with the appropriate Competent Authority;

(iii) Where Delphi or any Seller is the non-claiming Party, Delphi and Sellers will take all reasonable steps to avoid interfering with Buyers'

operation or use of the Manufacturing Facility, and Buyers will reasonably cooperate with Seller including providing access to the Manufacturing Facility and the use of utilities (at Delphi and Sellers' expense) in the conduct of the Remedy;

(iv) Where applicable the non-claiming Party shall provide copies of all relevant correspondence sent to and received from a Competent Authority, and keep the claiming Party reasonably apprised of the progress of the conduct of the Remedy; and

(v) The conduct of the Remedy shall be deemed complete when:

(1) The non-claiming Party has fully implemented the Remedy pursuant to and in accordance with a written plan of remedial or corrective action, approved in writing by an applicable Competent Authority, which plan contains or incorporates objective, Remediation Standards, and has demonstrated compliance with such Remediation Standards in accordance with such written plan and Environmental Law; or

(2) Where approval or other oversight by a Competent Authority is not required by Environmental Law, and subject to Section 11.4.3.A of this Agreement, the non-claiming Party's implementation of the Remedy results in attainment of the objective, Remediation Standards which are allowed by applicable Environmental Laws.

11.5 Indemnification Procedure. The obligations of any indemnifying party to indemnify any indemnified party under Sections 11.3.1 or 11.3.2 with respect to Indemnifiable Losses resulting from the assertion of liability by third parties (including Governmental Entities) (an "**Indemnification Claim**"), shall be subject to the following terms and conditions:

11.5.1 Any party against whom any Indemnification Claim is asserted shall give the party required to provide indemnity hereunder written notice of any such Indemnification Claim promptly after learning of such Indemnification Claim (with such notice satisfying the requirements of this Section 11.5.1), and the indemnifying party may, at its option, undertake the defense thereof by representatives of its own choosing and shall provide written notice of any such undertaking to the indemnified party. Failure to give prompt written notice of a Indemnification Claim hereunder shall not affect the indemnifying party's obligations under this Article 11, except to the extent that the indemnifying party is actually prejudiced by such failure to give prompt written notice. Any written notice delivered by the indemnified party to the indemnifying party seeking indemnification pursuant to this Agreement with respect to Indemnifiable Losses shall set forth, with as much specificity as is reasonably practicable, the basis of the claim for Indemnifiable Losses, the sections of this Agreement which form the basis for the claim, copies of all material written materials relating to such claim and, to the extent reasonably practicable, a reasonable estimate of the amount of the Losses that have been or may be sustained by the indemnified party. The indemnified party shall, and shall cause its employees and representatives to, cooperate with the indemnifying party in connection with the settlement or defense of such Indemnification Claim and shall provide the indemnifying party with all available information and documents concerning

such Indemnification Claim. If the indemnifying party, within fifteen (15) days after written notice of any such Indemnification Claim, fails to assume the defense of such Indemnification Claim, the indemnified party against whom such claim has been made shall (upon further written notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk, and at the expense, of the indemnifying party, subject to the right of the indemnifying party to assume the defense of such Indemnification Claim at any time prior to settlement, compromise or final determination thereof upon written notice to the indemnified party.

11.5.2 Anything in this Section 11.5 to the contrary notwithstanding: (i) the indemnified party shall not settle a claim for which it is indemnified without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed; and (ii) the indemnifying party shall not enter into any settlement or compromise of any action, suit or proceeding, or consent to the entry of any judgment for relief other than monetary damages to be borne by the indemnifying party, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

11.5.3 Indemnification Payments. All payments under this Article 11 shall be treated as adjustments to the Purchase Price.

11.5.4 No Estimation:

A. Each of the Sellers acknowledges and agrees that any claim that may exist or hereafter arise in favor of Buyers under this Article 11 is a contingent, unliquidated administrative claim against Sellers (an "**Indemnification Claim**"). Each of the Sellers further agrees that: (i) it shall not seek, and hereby waives its right, to have any Indemnification Claim estimated under §502(c) of the Bankruptcy Code or otherwise for any purpose including, without limitation, for allowance, distribution, feasibility of any plan of reorganization or establishment of any reserves for, or on account of, any Indemnification Claim; (ii) any Indemnification Claim shall not be discharged or otherwise affected by the confirmation of any plan which may be confirmed in the Sellers' bankruptcy case; and (iii) Buyer shall be relieved from any obligation it has or may have to file a proof of claim to preserve Buyer's right to assert any Indemnification Claim.

B. Without limiting Buyers' rights hereunder, allocation of any Indemnification Claim among the Sellers will be made in accordance with the Allocation; provided, however, if a Seller or Sellers are responsible for the act or event giving rise to the Indemnification Claim then such Seller or Sellers will be responsible for all of the Indemnification Claim in proportion to their responsibility. Nothing in this Section **11.5.4.B** shall in any way limit, reduce or otherwise adversely affect Buyers' rights to indemnification under this Article 11.

11.6 Mitigation. Notwithstanding any other provision of this Agreement, in no event shall a Party be entitled to indemnification pursuant to this Agreement to the extent any Losses were attributable to such Party's own gross negligence or willful misconduct.

11.7 Dispute Resolution. Sellers, on the one hand, and Buyers, on the other hand, will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either party to the other, either party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice**") and specify therein in reasonable detail the nature of the dispute. Within fifteen (15) Business Days after receipt of the Notice, the receiving party (the "**Defending Party**") shall submit to the other a written response. The Notice and the response shall include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) Business Days after such written notification, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 11.7 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12. MISCELLANEOUS:

12.1 Fees and Expenses. Except as set forth in Section 9.2.2 and except as otherwise provided in the Ancillary Agreements, Delphi, on behalf of Sellers, on the one hand, and Buyers, on the other hand, will each bear their own expenses and the expenses of their Affiliates in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby, including their respective brokers' or funders' fees and all fees and expenses of their respective counsel, auditors, consultants and other representatives. Buyers will be solely responsible for: (i) all expenses in connection with their due diligence review of the Business, including, without limitation, surveys, title work, title inspections, title searches, environmental testing or inspections, building inspections, UCC lien and other searches; and (ii) any cost in connection with notarization, registration or recording of this Agreement or an Ancillary Agreement required by applicable Law.

12.2 Bulk Sales Laws. Buyers waive compliance by Delphi and Sellers with any applicable bulk sales Law.

12.3 Payments in Dollars. Except as otherwise provided in this Agreement or an Ancillary Agreement, all payments pursuant hereto will be made by wire transfer in U.S. Dollars in same day or immediately available funds.

12.4 Amendment. This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by the duly authorized representative or officer of the Parties.

12.5 Assignment. This Agreement will be binding on and inure to the benefit of the successors and assigns of each Party, provided, that no assignment of any rights or obligations hereunder will be made by any Seller or Buyer without the written consent of the other Party, except the assignment of this Agreement by a Filing Affiliate to a succeeding entity following such Filing Affiliate's emergence from Chapter 11 (which assignment will not require the other Party's consent). Notwithstanding the foregoing, Buyers may assign their rights and obligations under this Agreement to any lender providing financing in connection with the transactions

contemplated by this Agreement upon a material default by Buyers under such lender financing agreement; provided that such lender agrees to be bound by the terms of this Agreement; provided, however, that nothing in this Section 12.5 shall prevent Buyers from granting a security interest in this Agreement to any such lender.

12.6 Waiver. Any waiver by Sellers or Buyers of any breach or of a failure to comply with any provision of this Agreement: (i) will be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) will not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided in this Agreement, any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

12.7 Notices. Unless additional means are expressly provided herein, any notice, request, consent or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given or served for all purposes: (i) when personally delivered; (ii) on the first (1st) Business Day after sent by a nationally or internationally recognized overnight courier service with signature to the recipient at the address below indicated; (iii) on the third (3rd) Business Day after sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent if sent by facsimile with confirmation of receipt:

If to any Buyer: **INTEVA PRODUCTS, LLC**
1401 Crooks Road
Troy, Michigan 48098
Attn: President
Fax: 248-655-8906

With a copy to: **CADWALADER, WICKERSHAM & TAFT LLP**
One World Financial Center
New York, New York 10281
Attn: Michael C. Ryan, Esq.
Fax: 212-504-6666

And With a Copy to: **THE RENCO GROUP, INC.**
30 Rockefeller Plaza
New York, NY 10112
Attn: Roger Fay
Fax: 212-541-6197

If to Delphi: **DELPHI CORPORATION**
5725 Delphi Drive
Troy, Michigan 48098
Attn: Vice President and Treasurer
Fax No.: 248-813-2648

With a copy to:

DELPHI CORPORATION

5725 Delphi Drive

Troy, Michigan 48098

Attn: Deputy General Counsel -

Transactional & Restructuring

Fax No.: 248-813-2491

provided, however, if either Party will have designated a different addressee by notice, then to the last addressee so designated.

12.8 Entire Agreement. This Agreement, together with the Ancillary Agreements and the Confidentiality Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

12.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures will be treated as originals.

12.10 Publicity. Except as required by Law (and then only after prior consultation with the other Party) or in connection with the Bankruptcy Cases, neither Party (nor any of the other Buyers and Sellers) will issue any press release or make any public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party (not to be unreasonably withheld, delayed or conditioned). Any press release will take into account the obligation to provide prior information to Seller's European works council and its works councils in Germany and Austria, as well as union representatives in the United States and Mexico, in accordance with applicable law and past practice of Seller.

12.11 Headings. The headings contained in this Agreement are for convenience only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof.

12.12 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable: (i) a suitable and equitable provision will be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

12.13 Third Parties. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give to any Person, other than the Parties, their Affiliates and their respective permitted successors or assigns, any Claims, rights or remedies under or by reason of this Agreement.

12.14 Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of New York, and to the extent applicable the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

12.15 Venue and Retention of Jurisdiction. The Parties irrevocably and unconditionally submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

12.16 Risk of Loss. Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets or the Business will be borne exclusively by Sellers.

12.17 Enforcement of Agreement. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first above written.

DELPHI CORPORATION

By: _____/s/
Name: **Fred J. Bellar III**
Title: Executive Director of M&A, AHG

INTEVA PRODUCTS, LLC

By: _____/s/
Name: **Roger Fay**
Title: Vice President

The following U.S. Persons sign this Agreement with respect to the Acquired Assets or Sale Securities being bought or sold by such Person and their joint and several obligations only with respect to indemnification obligations relating to the portion of the Business transferred by any one of them under this Agreement.

DELPHI AUTOMOTIVE SYSTEMS LLC

By: _____/s/
Name: **Fred J. Bellar III**
Title: Vice President

**DELPHI AUTOMOTIVE SYSTEMS
(HOLDINGS) INC.**

By: _____/s/
Name: **Fred J. Bellar III**
Title: Executive Director of M&A, AHG

DELPHI TECHNOLOGIES, INC.

By: _____/s/
Name: **Fred J. Bellar III**
Title: Executive Director of M&A, AHG

SCHEDULES

Schedule 1	Detail of Sellers and Buyers
Schedule 1.1.A	Buyers Knowledge
Schedule 1.1.B	Sellers Knowledge
Schedule 2.1.2.	Acquired Assets of Technical Centers and Sales Offices
Schedule 2.1.3.A	Third Party Bailed Assets
Schedule 2.1.3.O(ii)	Asset Transfers Prohibited by Law
Schedule 2.1.3.O(iii)	Excluded Computer Hardware, Equipment, Software and Other Assets
Schedule 3.3.1	Benchmark Inventory Amount
Schedule 3.3.3	Principles Regarding Inventory Values
Schedule 3.4.3.C(i)	NRB Payment Formula Illustration
Schedule 3.4.3.C(iii)	Columbus Cash Contribution(s)
Schedule 3.5.1	Allocation
Schedule 4.3.2	JV Companies
Schedule 4.3.3	JV Capital Stock
Schedule 4.3.5	JV Financial Statements
Schedule 4.3.6	JV Transfers Prohibited by Law/Government Approvals
Schedule 4.3.8	JV Non-Compliance with Law/Permits
Schedule 4.3.9	Proceedings Against JV Companies
Schedule 4.3.10	JV Ordinary Course of Business
Schedule 4.3.11	JV Owned or Licensed Intellectual Property
Schedule 4.3.12.1	JV Material Contracts
Schedule 4.3.12.2	JV Material Defaults
Schedule 4.3.13	JV Environmental
Schedule 4.4.1	Financial Statements
Schedule 4.4.2	Exceptions to GAAP
Schedule 4.5	No Conflicts or Approvals
Schedule 4.7	Non-Compliance with Law
Schedule 4.8	Proceedings against Sellers
Schedule 4.9	Absence of Certain Changes
Schedule 4.11.1	Transferred Employees
Schedule 4.11.2	Employee Benefit Plans
Schedule 4.11.4	Proceedings Relating to Seller Employee Benefit Plans
Schedule 4.11.5	Collective Bargaining Agreements
Schedule 4.11.6	Labor Relations
Schedule 4.12.1.A	Patents
Schedule 4.12.1.B	Trademarks
Schedule 4.12.3	Allegations of Third Party of Intellectual Property
Schedule 4.12.4	Infringement of the Purchased Intellectual Property
Schedule 4.13.1	Material Contracts
Schedule 4.13.2	Contract Issues Post-Petition Contracts
Schedule 4.13.3	Significant Customers
Schedule 4.14	Environmental Matters
Schedule 4.15	Insurance
Schedule 4.16.1	Defects in Title for Personal Property Assets
Schedule 4.16.3	Other Inventory Locations
Schedule 4.16.4	Machinery, Equipment and Capitalized Tools
Schedule 4.17.1	Leased Real Property
Schedule 4.17.2	Owned Real Property
Schedule 5.9	Commitment Letter

Schedule 6.1.1	Exceptions to Covenants Regarding Conduct of Business prior to the Closing
Schedule 6.25.A	Template of Confidential Agreement Clauses
Schedule 6.25.B	Strategic Bidders
Schedule 6.3	Assumed U.S. Contracts
Schedule 6.6.1	Employment Agreements to be Assumed by Buyer
Schedule 6.6.1.H	Leased Hourly Employees
Schedule 6.6.10	Restricted Parties
Schedule 6.11.1	Sub-Licensed Intellectual Property Contracts
Schedule 6.12	Post-Closing Obligations
Schedule 6.13.1	Competition Filings
Schedule 6.16	Shared Items Transferred to Buyer
Schedule 7.1.5	Day 1 Readiness
Schedule 7.2.4	Material Contracts Assigned to Buyer
Schedule 7.2.9	UAW Agreement
Schedule 7.2.10	IUE Agreement

EXHIBITS

Exhibit 8.2.1.A	Patent Assignment
Exhibit 8.2.1.B	Trademark Assignment
Exhibit 8.2.2.A.1	Mexico Asset Sale Agreement
Exhibit 8.2.2.A.2	Mexico Asset Sale Agreement – Mexican entity
Exhibit 8.2.2.B	China Share Transfer Agreement
Exhibit 8.2.2.C	Korea Share Transfer Agreement
Exhibit 8.2.2.D	Austria Asset Sale Agreement
Exhibit 8.2.2.E	Germany Asset Sale Agreement
Exhibit 8.2.3	Transition Services Agreement
Exhibit 8.2.4	Bills of Sale
Exhibit 8.2.5	Assignment and Assumption Agreements
Exhibit 8.2.6	Vandalia Manufacturing Services Agreement
Exhibit 8.2.7	Grosspetersdorf Manufacturing Services Agreement
Exhibit 8.2.8	Columbus Manufacturing Services Agreement
Exhibit 8.2.9	Adrian HVAC Excluded Product Manufacturing Services Agreement
Exhibit 8.2.10	Vandalia Lease
Exhibit 8.2.11	Troy Technical Center Sublease
Exhibit 8.2.12	Mexico Shared Substation Services Agreement
Exhibit 8.2.13	Mexico Shared Wastewater Treatment Plant Services Agreement
Exhibit 8.3.2	Deed for Owned Real Property

SCHEDULE 1

DETAILS OF SELLERS AND BUYERS

	<u>ASSET/ STOCK</u>	<u>SELLER</u>	<u>BUYER</u>
<u>MANUFACTURING FACILITY:</u> ⁴			
Vandalia, Ohio [DM, IP]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Columbus, Ohio [DM, L]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Cottondale, Alabama [C]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
N. Kansas City, Missouri [C]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Orion, Michigan [C]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Adrian, Michigan [IP]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Gadsden, Alabama [IP]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Grosspetersdorf, Austria [DM]	Asset	Delphi Packard Austria GmbH	Austrian or German Newco
Woerth, Germany [DM]	Asset	Delphi Deutschland, GmbH	KG Newco
CMMI Matamoros, Mexico [L, IP]	Asset	Delphi Automotive Systems LLC and Delphi Interior Systems de Mexico, S.A. de C.V.	Inteva Products, LLC and Closures Interiors, S. de R.L. de C.V.
Shanghai, China [DM, L]	Stock of Shanghai Delphi Automotive Door Systems, Co., Limited	60% - Delphi Automotive Systems (China) Holding Company Limited	Inteva Products, LLC
Kyungsan, Korea [L]	Stock of KDS Company Ltd.	50% - Delphi Automotive Systems (Holdings) Inc.	Inteva Products, LLC
<u>TECHNICAL CENTERS:</u>			
Troy, Michigan [DM, L, C, IP]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
Wuppertal, Germany [DM, C, IP]	Asset	Delphi Deutschland, GmbH	GmbH Newco
Juarez, Mexico [L]	Asset	Delphi Automotive Systems S.A. de C.V.	Closures Interiors, S. de R.L. de C.V.
Vandalia, Ohio [DM, IP]	Asset	Delphi Automotive Systems LLC	Inteva Products, LLC
<u>TECHNOLOGY:</u>			

⁴ DM = Door Modules; L = Latches; C = Cockpits; and IP = Instrument Panels.

Troy, Michigan [DM, L, C, IP]	Asset	Delphi Technologies, Inc.	Inteva Products, LLC
WAREHOUSES:			
Ventana, Italy ⁵ [KDS L]	Asset	N/A	

⁵ Of several warehouses used by the Business, the Ventana, Italy warehouse is listed because it is legally required that KDS products be repackaged in this leased warehouse in order for Korean products to be sold in Italy.

SCHEDULE 3.5.1

ALLOCATION OF PRELIMINARY PURCHASE PRICE

The Preliminary Purchase Price and Post-Closing Payments shall be allocated as follows

		<u>Purchase Price Allocation</u> <u>\$ USD MM</u>
1.	All Acquired Assets of Filing Affiliates. Note: Includes 100% of the \$26 Million Post-Closing Payments under section 3.4.4	70.9
2.	Shares KDS Company Ltd. (Korea) Sale of Shares	10.4
3.	Shares Shanghai - Delphi Automotive Door Systems Co. Ltd. (China) Sale of Shares	13.3
4.	Delphi Interiors Systems de Mexico, S.A. de C.V Sale of Assets	8.0
5.	Delphi Automotive Systems SA de CV. Sale of Assets	0.5
6.	Delphi Automotive Systems Deutschland, GmbH Sale of Assets.	2.2
7.	Delphi Packard Austria GmbH. Sale of Assets	0.7
	Total	106.0

Imputed interest on Post-Closing Payments will be calculated pursuant to applicable Internal Revenue Code provisions. The Parties agree to allocate the Purchase Price with respect to each asset as specified by the Buyer in its reasonable discretion consistent with and within the categories in the chart above.